

**Ulkatcho First Nation
Interim Agreement on Forest & Range Opportunities
(the "Agreement")**

**Between:
The Ulkatcho First Nation**

As Represented by
Chief and Council
(the "Ulkatcho First Nation")

And

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

(Collectively the "Parties")

WHEREAS:

- A. British Columbia and First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs ("Leadership Council") have entered into a New Relationship in which they are committed to reconciliation of Aboriginal and Crown titles and jurisdiction, and have agreed to implement a government-to-government relationship based on respect, recognition and accommodation of Aboriginal title and rights.
- B. This Agreement is in the spirit and vision of the "New Relationship".
- C. Work is underway regarding the implementation of the New Relationship and that this Agreement may need to be amended in the future to reflect the outcomes of that work.
- D. The Ulkatcho First Nation has a relationship to the land that is important to its culture and the maintenance of its community, governance and economy.
- E. The Ulkatcho First Nation has Aboriginal Interests within its Traditional Territory.
- F. The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development within the Traditional Territory.

- G. References in this Agreement to Crown Lands are without prejudice to the Ulkatcho First Nation's Aboriginal title and/or rights claims over those lands.
- H. British Columbia intends to consult and to seek an Interim Accommodation with the Ulkatcho First Nation on forest and/or range resource development activities proposed within the Ulkatcho First Nation Traditional Territory that may lead to an infringement of the Ulkatcho First Nation's Aboriginal Interests.
- I. The Ulkatcho First Nation intends to participate in any consultation with British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within the Ulkatcho First Nation's Traditional Territory that may lead to an infringement of the Ulkatcho First Nation's Aboriginal Interests.
- J. British Columbia and the Ulkatcho First Nation wish to resolve issues relating to forest and/or range resource development where possible through negotiation as opposed to litigation.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

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

- 1.1. "Aboriginal Interests" means 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:
- The making, varying, or postponing of Allowable Annual Cut determinations (AAC) for a Timber Supply Area (TSA) or a Forest Tenure;
 - The issuance, consolidation, subdivision, amendment or boundary adjustment of a Forest Tenure or a Range Tenure;
 - The adjustment of Animal Unit Months in a Range Tenure;
 - The extension of the term of, or replacement of a Forest and/or Range Tenure;
 - The disposition of volumes of timber arising from undercut decisions on Forest Tenure;
 - The conversion of a Forest Tenure to a different form of Forest Tenure;
 - The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*;

- The issuance of a Special Use Permit;
 - The decision regarding approval or extension of a Tree Farm Licence Management Plan, Community Forest Management Plan and/or Woodlot Licence Management Plan;
 - The deletion or addition of provincial forest;
 - The transfer of AAC between TSAs;
 - The removal of private land from a Woodlot Licence or a Tree Farm Licence; and
 - The establishment of an interpretive forest site, recreation site, and recreation trail.
- 1.3. “Forest Tenure” means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.4. “Interim Accommodation” means an accommodation provided in this Agreement, of the potential infringements of the economic component of the Ulkatcho First Nation’s Aboriginal Interests arising from or as a result of forest and range development, prior to the full reconciliation of these Interests. The revenue component reflects the present budget limitations of the Minister of Forests and Range. It is acknowledged that other accommodations, including economic accommodations, may be jointly developed by the Parties during the term of this Agreement.
- 1.5. “Licensee” means a holder of a Forest Tenure or a Range Tenure.
- 1.6. “Operational Decision” means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has potential effect in the Ulkatcho First Nation’s Traditional Territory.
- 1.7. “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 the Ulkatcho First Nation’s Traditional Territory.
- 1.8. “Range Tenure” means an agreement granting rights over Crown range as defined in the *Range Act*.
- 1.9. “Traditional Territory” means the Ulkatcho First Nation’s Traditional Territory as shown in bold black on the map attached in Appendix A.

2.0 Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1. Create viable economic opportunities and to assist in the improvement of social conditions of the Ulkatcho First Nation through economic diversification.
- 2.2. Provide interim payment and other economic benefits to the Ulkatcho First Nation through a forest tenure opportunity and/or economic benefits related to forestry and range received by British Columbia from forest and range resource development.
- 2.3. Address consultation and provide Interim Accommodation, as set out in 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 Ulkatcho 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 Ulkatcho First Nation

During the term of this Agreement, British Columbia will provide one or more of the following economic benefits to the Ulkatcho First Nation:

3.1. Forest Tenure

- 3.1.1 After the execution of this Agreement, and if applicable, once volume becomes available through the timber reallocation process, the Minister will invite the Ulkatcho First Nation, or such legal entity as the Ulkatcho First Nation has appointed as its representative to hold the licence to apply under the *Forest Act* for a non-replaceable forest licence (the "Licence") on a non-competitive basis for up to 46,446m³ annually in the Williams Lake Timber Supply Area(s).
- 3.1.2 For greater certainty, the maximum volume that may be available under the Licence referred to in Section 3.1 will be up to 232,230m³ over five years.
- 3.1.3 The Parties will strive to ensure that the operating area for the Licence in the Williams Lake TSA has a representative timber profile and logging chance relative to other licensees and BC Timber Sales, taking into account the quality of timber, access and commercial viability. Prior to the Ulkatcho First Nation making an application for the Licence, the

Parties will work together 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.

3.1.4 A Licence entered into as a result of an invitation under section 3.1 will be for a term of five years.

3.1.5 If the Licence remains in effect beyond the term of this Agreement, the Licence will continue to be considered by the Parties to be Interim Accommodation until the Licence expires or is terminated.

3.1.6 The Minister may invite the Ulkatcho 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

3.2.1 The Parties will make reasonable efforts within eight months of signing this Agreement to assess and clarify current range use by Ulkatcho First Nation members, and to assess potential range use opportunities.

3.2.2 If as a result of the work carried out under section 3.2.1, a Crown range vacancy is available for disposition to Ulkatcho First Nation within the Traditional Territory, then subject to the *Range Act*, the Chilcotin District Manager may be directed to enter into a Grazing Permit with the Ulkatcho First Nation.

3.3 Interim Payment

3.3.1 During the term of this Agreement, British Columbia will make an interim payment to the Ulkatcho First Nation of approximately \$430,058 annually. Subject to section 3.3.3, payments will be made quarterly.

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 British Columbia.

3.3.3 Upon signing of this Agreement, Ulkatcho First Nation will be paid the full revenues for one year (\$430,058). Subsequent payments will be made at the end of each quarter-year starting at the end of the July – September quarter of 2007.

3.3.4 For the purposes of determining amounts for partial years, one-fourth (i.e. $\frac{1}{4}$ or \$107,514.50) of the annual amount will

be used for each fiscal quarter or part thereof that the Agreement is in effect, subject to section 3.3.

3.3.5 In the circumstances that the Ulkatcho First Nation provides notice of termination to British Columbia under section 6, and the termination date is after the 1st of October 2006, but prior to the 30th of September 2007, the Ulkatcho First Nation agrees to reimburse the Government of British Columbia an amount equivalent to the total of the payment it has received under section 3.3.3, less the amount calculated under section 3.3.6 for the period of time between the 1st of October 2006, and the date that this Agreement is terminated.

3.3.6 For the purposes of determining the amount that the Ulkatcho First Nation will reimburse to the Government of British Columbia under section 3.3.5, the amount will be determined by calculating the number of days between the 1st of October 2006, and the termination date, determining the percentage of the fiscal year that those days represent, applying that percentage to the payment received by the Ulkatcho First Nation under section 3.3.3, and deducting that dollar amount from the payment received by the Ulkatcho First Nation under section 3.3.3.

3.3.7 British Columbia will not seek to direct or influence the expenditure of the funds provided to the First Nation.

4.0 Consultation and Accommodation Regarding Operational and Administrative Decisions and Plans

4.1. The Ulkatcho First Nation is entitled to full consultation with respect to all potential infringements of its Aboriginal Interests arising from any Operational or Administrative Decisions or Plans affecting the Ulkatcho First Nation's Aboriginal Interests, regardless of benefits provided under 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 British Columbia, the Ulkatcho First Nation agrees that British Columbia will have provided an Interim Accommodation with respect to the economic component of potential infringements of the Ulkatcho First Nation's Aboriginal Interests as an interim measure as a result of forest and range activities occurring within its Traditional Territory.

- 4.3. The interim payment set out in this Agreement reflects an amount that British Columbia, through the Minister of Forests and Range, is able to pay as an interim measure, which the Ulkatcho First Nation has agreed to accept.
- 4.4. The Province acknowledges that the timber opportunities and funding provided through this Agreement are an interim accommodation only and that broader processes are underway that will assist in determining the appropriate accommodation in respect of impacts on the Ulkatcho First Nation's Aboriginal Interests as a result of forest and range activities occurring within its Traditional Territory.
- 4.5. Nothing in this Agreement restricts the ability of Ulkatcho First Nation to seek additional accommodation for impacts on its Aboriginal Interests from forest resources development within its Traditional Territory.
- 4.6. The Parties agree to develop consultation processes to address both Operational and Administrative Decisions and Operational Plans, which may affect the Ulkatcho First Nation's Aboriginal Interests within their Traditional Territory.
- 4.7. In developing such consultation processes, the Parties further agree to address consultation on Administration Decisions, Operational Decisions and Operational Plans through participation of the Ulkatcho First Nation in strategic level planning and policy development processes.
- 4.8. Unless agreed to otherwise, the Parties will use every reasonable effort to agree upon a consultation process within 3 months of signing this Agreement and, in helping to achieve this, will endeavour to develop draft processes to govern consultation under this Agreement within 45 days after signing this Agreement.
- 4.9. Where Ulkatcho First Nation is a member of a larger Tribal Nation, this Agreement does not limit the obligation of British Columbia to fulfill its consultation obligations with the Tribal Nation.

5.0 Dispute Resolution

- 5.1. If a dispute arises between British Columbia and the Ulkatcho 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.

- 5.2. 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 Ulkatcho First Nation.
- 5.3. 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.

6.0 Term and Termination

- 6.1. The term of this Agreement is five years.
- 6.2. This Agreement will take effect on the date on which the last Party has executed it.
- 6.3. This Agreement will terminate on the occurrence of the earliest of any of the following events: expiry of its term; 90 days notice; or mutual agreement of the parties.
- 6.4. Neither Party shall terminate this Agreement on the grounds that the other Party has challenged an Administrative or Operational Decision by way of legal proceedings.
- 6.5. Prior to the expiry of the 90 days when 90 day notice of termination has been given under Section 6.3, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.

7.0 Renewal of the Agreement

- 7.1. Prior to the expiry of the term of this Agreement, if the terms and conditions of this Agreement are being met, British Columbia and the Ulkatcho First Nation will seek the necessary authorities and approvals to enter into negotiations to renew this Agreement, or to conclude a new forestry agreement, consistent with the New Relationship.
- 7.2. Any subsequent forestry agreement between British Columbia and the Ulkatcho 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.

8.0 Amendment of Agreement

- 8.1. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 8.2. Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.
- 8.3. The Parties agree that new approaches for consultation and accommodation, including benefit and revenue sharing, will be developed as a priority under the New Relationship by British Columbia and the Leadership Council. The Ulkatcho First Nation may choose to opt into such approaches as they become available, through amendment of this Agreement or other mutually agreeable methods.

9.0 Entire Agreement

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

10.0 Notice

- 10.1. 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.
- 10.2. 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.
- 10.3. 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 and Range
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone: (250) 356-5012
Facsimile: (250) 953-3687

Ulkatcho First Nation

Chief and Council
Ulkatcho First Nation
Box 3430
Anahim Lake, BC
V0L 1C0
Telephone: 250-742-3260
Facsimile: 250-742-3211

11.0 Miscellaneous

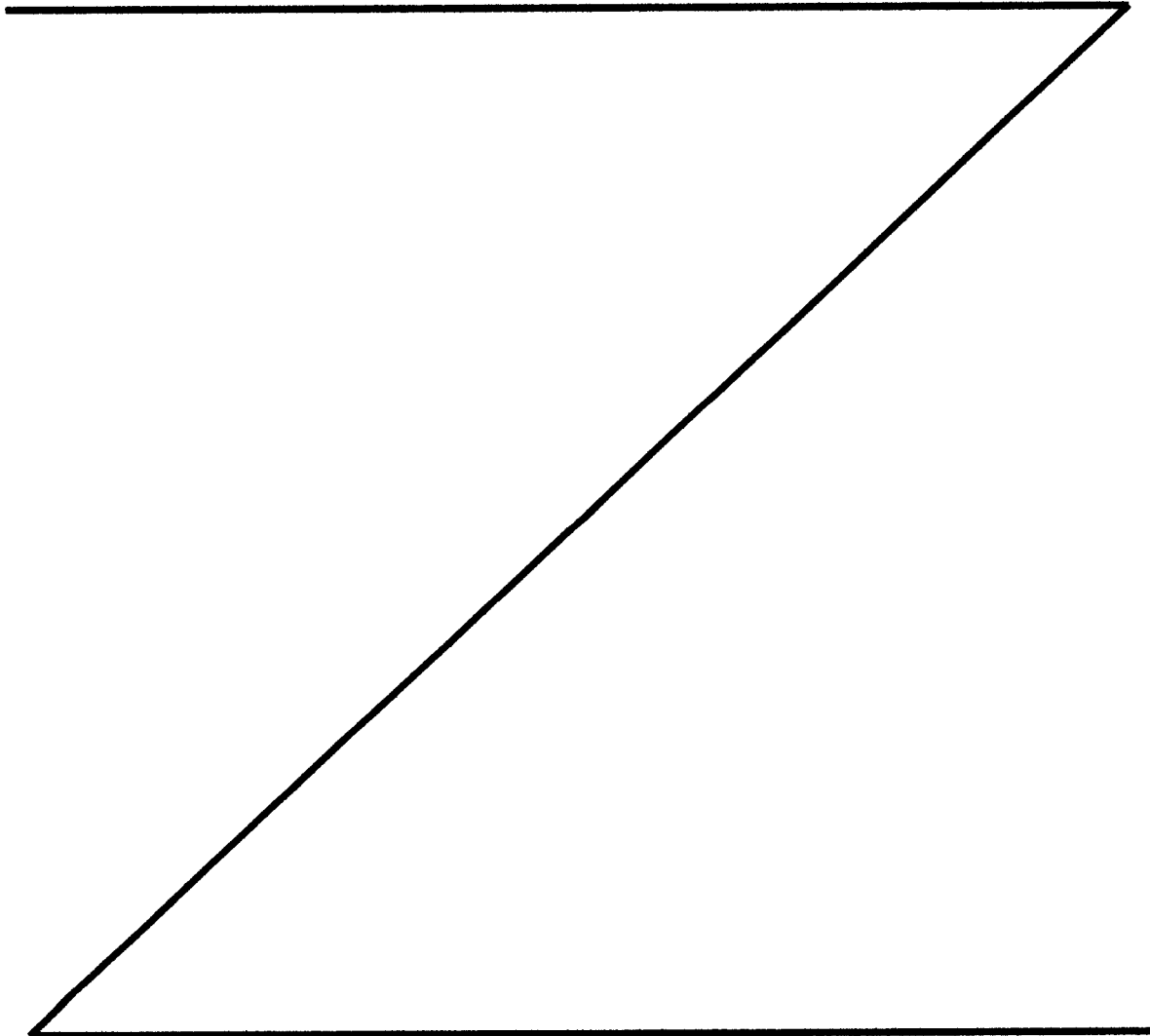
- 11.1. This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
- 11.2. This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 11.3. This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 11.4. This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 11.5. The Province acknowledges and enters into this Agreement on the basis that the Ulkatcho First Nation has Aboriginal Interests within its Traditional Territory and further that the specific nature, scope or geographic extent of Aboriginal Interests of the Ulkatcho First Nation have not yet been determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Ulkatcho First Nation.
- 11.6. 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.
- 11.7. This Agreement does not address or affect any claims by the Ulkatcho First Nation regarding infringement of its Aboriginal Interests arising from past Operational or Administrative Decisions made previous to the signing of this Agreement.

- 11.8. This Agreement and any decisions and or Licences issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 11.9. 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.
- 11.10. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 11.11. The applicable laws of British Columbia and Canada shall govern this Agreement.
- 11.12. British Columbia encourages Licensees to enter into mutually-beneficial arrangements with the Ulkatcho First Nation.
- 11.13. This Agreement is not intended to limit any obligation of forest Licensees or other third parties to the Ulkatcho First Nation.
- 11.14. This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or facsimile 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.
- 11.15. This Agreement does not exclude the Ulkatcho First Nation from accessing forestry economic opportunities and benefits, which may be available, other than those expressly set out in this Agreement.

12.0 Giving Effect to the New Relationship

- 12.1. Notwithstanding this agreement, the Parties will, at the request of the Ulkatcho First Nation, enter into discussions, and may negotiate interim agreements in relation to forestry, range and related planning that give effect to the New Relationship, which may include, but are not limited to the following components:
- (a) a process for shared decision making about the land and resources;
 - (b) new mechanisms for land and resource protection;
 - (c) a process for the Ulkatcho First Nation's land use planning at all spatial scales and for reconciliation of Crown and the Ulkatcho First Nation's plans;

- (d) dispute resolution processes which are mutually determined for resolving conflicts rather than adversarial approaches to resolving conflicts;
- (e) financial capacity for the Ulkatcho First Nation and resourcing for British Columbia to develop and implement new frameworks for shared land and resource decision making and other components listed above;
- (f) on a priority basis, interim protection for landscapes, watersheds and/or sites identified by the Ulkatcho First Nation to be reserved from resource development pending the outcome of negotiation of agreements referred to in 12.1(a) to 12.1(e) above; and
- (g) mountain pine beetle infestation in Ulkatcho First Nation's Traditional Territory.



12.2. The Parties acknowledge that there are broader processes underway with respect to the New Relationship which will benefit and, at times assist, the Parties in negotiating with respect to the issues set out in section 12.1.

Signed on behalf of:

Ulkatcho First Nation

Date: September 26, 2006



Chief Lynda Price



Councillor Nora Brubaker



Councillor Corinne Cahoose



Councillor Judy Cahoose

Councillor Theresa Capoose

Councillor Jacqueline Clement



Councillor Nicole Joseph

Councillor Bertha Jack

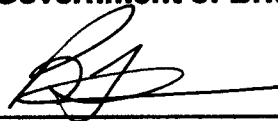
Councillor Douglas Sill

Witness of Ulkatcho First Nation signatures

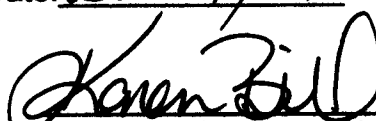
Signed on behalf of:

Government of British Columbia

Date: Dec 19/06



Rich Coleman
Minister of Forests and Range

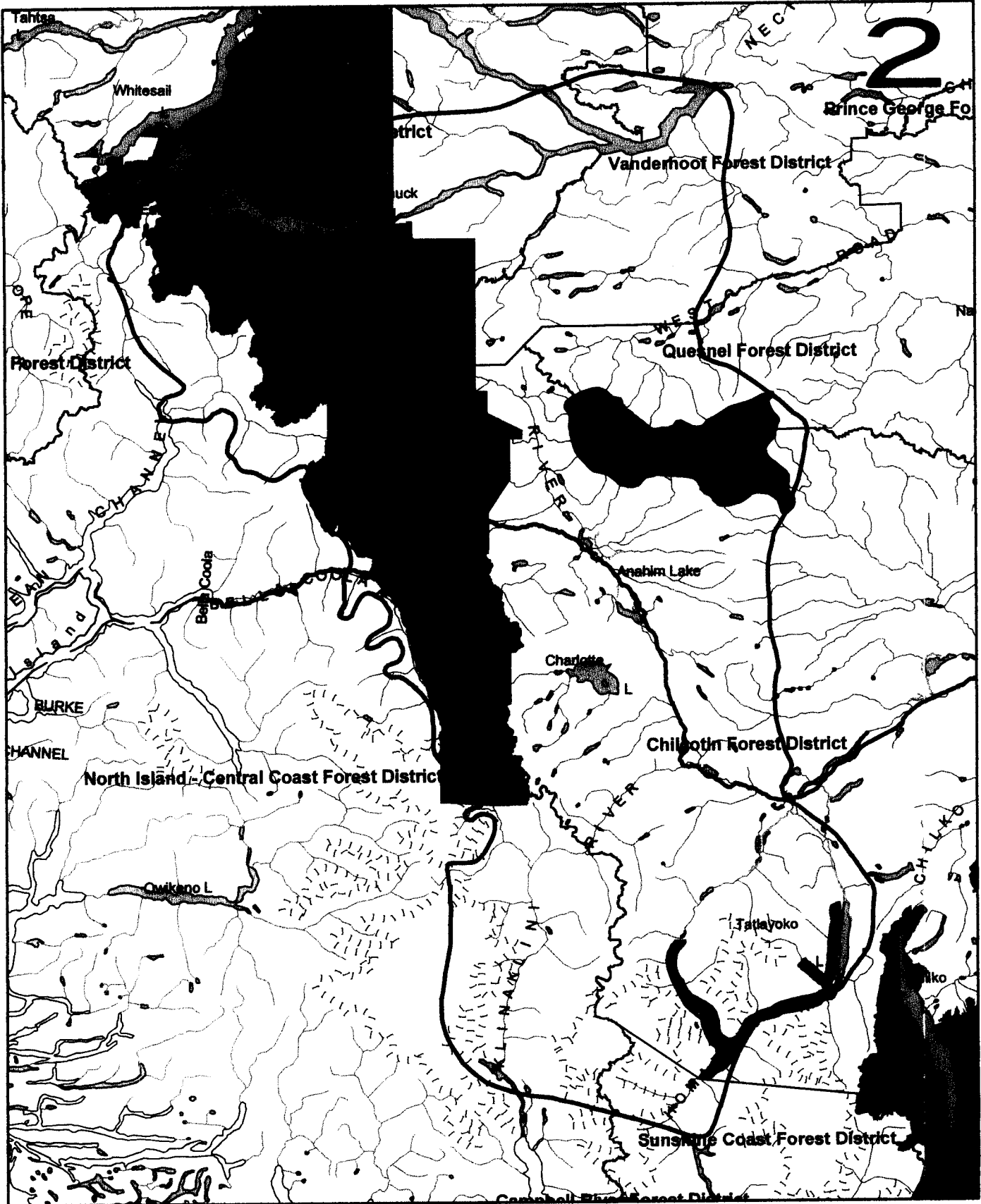


Witness of Minister's signature

APPENDIX A
Map of Ulkatcho First Nation Traditional Territory


2006 Ulkatcho Traditional Area

1:1,300,000




NEGOTIATING TEAM

Lead: Mark Hamm, Southern Interior Forest Region 250-398-4347
Team Members: Mike Pedersen and Harold Stolar, Chilcotin Forest District 250-394-4700
Lori Borth, Vanderhoof Forest District 250-567-6386


Bob Fricson
Assistant Deputy Minister
Tenures and Revenue

APPROVED:

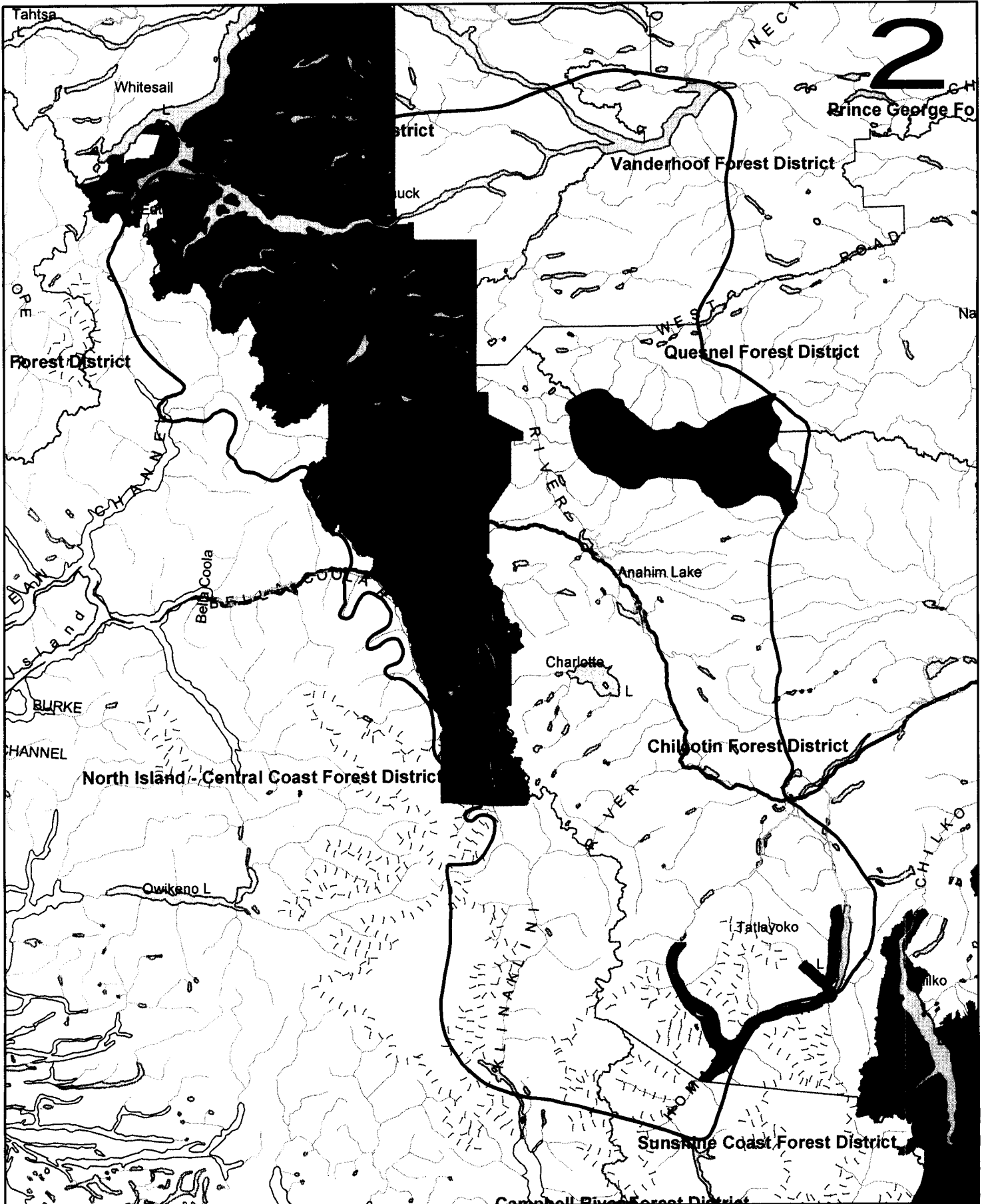

Date


06-09-27

Rhonda Morris
Manager, Interim Measures
Aboriginal Affairs Branch
Tel: 250-356-6073

September 15, 2006

Approved		
Initial		Date
FB	RSM	Sept 18/06
PZ	RED	Sept 25/06



APPENDIX B

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. X First Nation)

OR

B) Full legal name, or name of legal entity, appointed by the First Nation, to hold the licence (i.e. Smith Logging Ltd. or John Joe Smith)

Yun Ka Whu'ten Holdings Ltd.

- Copy attached of the band council resolution appointing that legal entity or person to be their representative; and
- Copy of documentation verifying that the legal entity is validly registered to do business in the Province of British Columbia (copies of the corporate seal, shareholder listings, and listings of directors/ officers).

NUMBER: 463626



COMPANY ACT

CANADA
PROVINCE OF BRITISH COLUMBIA

CERTIFICATE OF INCORPORATION

I Hereby Certify that

YUN KA WHU'TEN HOLDINGS LTD.

has this day been incorporated under the *Company Act*

*Issued under my hand at Victoria, British Columbia
on January 28, 1994*

A handwritten signature in black ink, appearing to read 'J. Powell'.

JOHN S. POWELL
Registrar of Companies



**BRITISH
COLUMBIA**

Ministry of Finance
Corporate and Personal
Property Registries
www.corporateandpersonal.gov.bc.ca

Mailing Address:
PO BOX 9431 Stn Prov Govt.
Victoria BC V8W 9V3

Location:
2nd Floor - 940 Blanshard St.
Victoria BC
250 356-8626

Transition Application

FORM 43
BUSINESS CORPORATIONS ACT
Section 437

FILING DETAILS:	<i>Transition Application for:</i> YUN KA WHU'TEN HOLDINGS LTD.
<i>Filed Date and Time:</i>	February 27, 2006 09:09 AM Pacific Time
<i>Transition Date and Time:</i>	Transitioned on February 27, 2006 09:09 AM Pacific Time

TRANSITION APPLICATION

This confirms there has been filed with the registrar all records necessary to ensure that the information in the corporate registry respecting the directors of the company is, immediately before the transition application is submitted to the registrar for filing, correct.

Incorporation Number:

BC0463626

Name of Company:

YUN KA WHU'TEN HOLDINGS LTD.

NOTICE OF ARTICLES

Name of Company:

YUN KA WHU'TEN HOLDINGS LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:

BOX 60 HUDSON ROAD
ANAHIM LAKE BC V0L 1C0
CANADA

Delivery Address:

6688 NAGWUNTL'OO ST.
ANAHIM LAKE BC V0L 1C0
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

6688 NAGWUNTL'OO ST.
ANAHIM LAKE
ANAHIM LAKE BC V0L 1C0
CANADA

Delivery Address:

6688 NAGWUNTL'OO ST.
ANAHIM LAKE
ANAHIM LAKE BC V0L 1C0
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

HOLTE, GARY

Mailing Address:

ULKATCHO FEDERAL INDIAN RESERVE 1514A
PO BOX 99
ANAHIM LAKE BC V0L1C0

Delivery Address:

ULKATCHO FEDERAL INDIAN RESERVE 1514A
PO BOX 99
ANAHIM LAKE BC V0L1C0

Last Name, First Name, Middle Name:

GILBERT, CHERYL

Mailing Address:

BOX 60
ANAHIM LAKE BC V0L 1C0
CANADA

Delivery Address:

HUDSON ROAD
ANAHIM LAKE BC V0L 1C0
CANADA

Last Name, First Name, Middle Name:

Price, LYNDA (formerly HOLTE, CATHERINE)

Mailing Address:

P.O. BOX 3387
ANAHIM LAKE BC V0L 1C0
CANADA

Delivery Address:

P.O. BOX 3387
ANAHIM LAKE BC V0L 1C0
CANADA

Last Name, First Name, Middle Name:

CLEMENT, JACQUELINE (formerly SILL, CASSIDY)

Mailing Address:

PO BOX 60
ANAHIM LAKE BC V0L 1C0
CANADA

Delivery Address:

GENERAL DELIVERY
ANAHIM LAKE BC V0L 1C0
CANADA

Last Name, First Name, Middle Name:
JACK, BERTHA (formerly VAUGHAN, LAURIE)

Mailing Address:
PO BOX 60
ANAHIM LAKE BC V0L 1C0
CANADA

Delivery Address:
GENERAL DELIVERY
ANAHIM LAKE BC V0L 1C0
CANADA

PRE-EXISTING COMPANY PROVISIONS

The Pre-existing Company Provisions apply to this company.

AUTHORIZED SHARE STRUCTURE

1.	1	Common Shares	Without Par Value
			With Special Rights or Restrictions attached



**BRITISH
COLUMBIA**

Ministry of Finance
Corporate and Personal
Property Registries
www.corporateonline.gov.bc.ca

Mailing Address:
PO BOX 9431 Stn Prov Govt.
Victoria BC V8W 9V3

Location:
2nd Floor - 940 Blanshard St.
Victoria BC
250 356-8626

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: January 17, 2006 12:04 PM Pacific Time
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Incorporation Number:

BC0463626

Name of Company:

YUN KA WHU'TEN HOLDINGS LTD.

Director(s) Change of Name or Address

Last Name, First Name, Middle Name:

CLEMENT, JACQUELINE (formerly SILL, CASSIDY)

Mailing Address:

PO BOX 60
ANAHIM LAKE BC V0L 1C0
CANADA

Delivery Address:

GENERAL DELIVERY
ANAHIM LAKE BC V0L 1C0
CANADA

Last Name, First Name, Middle Name:

JACK, BERTHA (formerly VAUGHAN, LAURIE)

Mailing Address:

PO BOX 60
ANAHIM LAKE BC V0L 1C0
CANADA

Delivery Address:

GENERAL DELIVERY
ANAHIM LAKE BC V0L 1C0
CANADA

Last Name, First Name, Middle Name:

Price, LYNDA (formerly HOLTE, CATHERINE)

Mailing Address:

P.O. BOX 3387
ANAHIM LAKE BC V0L 1C0
CANADA

Delivery Address:

P.O. BOX 3387
ANAHIM LAKE BC V0L 1C0
CANADA

APPENDIX C
Short Term Mountain Pine Beetle Agreement