

WESTBANK FIRST NATION
INTERIM MEASURES AGREEMENT (Extension)

(the "Agreement")

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA

("British Columbia")

as represented by the Minister of Forests and Range

AND

WESTBANK FIRST NATION

("Westbank")

as represented by its Chief and Council

(the "Parties")

WHEREAS:

- A. Westbank, as represented by the Chief and Council, acts on behalf of the present and future members of Westbank First Nation.
- B. Her Majesty the Queen in right of British Columbia is represented by the Minister of Forests and Range.
- C. Pursuant to the August 20th, 1993 Protocol Respecting the Government-to-Government Relationship Between the First Nations' Summit and the Government of British Columbia ("August 20th, 1993 Protocol"), it was agreed that "a government-to-government relationship" exists between First Nations and the Government of British Columbia."
- D. Westbank asserts, as part of the Okanagan Nation, that it has unextinguished aboriginal title, jurisdiction and rights, which includes the lands that are subject to this Agreement.
- E. The Parties entered into an Interim Measures Agreement on the 23rd of September, 2002 ("the Interim Measures Agreement").
- F. The Parties wish to enter into a new Agreement to address further forest and/or range resource development activities and to provide related economic benefits arising from this development within the Subject Lands.
- G. The Government of British Columbia intends to fulfill its responsibility as identified by the Supreme Court of Canada to consult and to seek workable accommodation with the Westbank on forest and/or range resource development activities proposed within the Subject Lands that may lead to the infringement of the Westbank Aboriginal Interests.
- H. Westbank agrees 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 Subject Lands that may lead to an infringement of Westbank Aboriginal Interests.
- I. The Parties have an interest in seeking workable interim accommodation of Westbank Aboriginal Interests where forest and/or range resource development



activities are proposed within the Subject Lands that may lead to the infringement of Westbank Aboriginal Interests.

- J. The Parties acknowledge that the Supreme Court of Canada has identified the obligation of British Columbia to act honourably in all its dealings with aboriginal peoples and to consult and, where appropriate, seek a workable accommodation where Westbank's Aboriginal Interests are infringed by proposed activities on the Subject Lands.
- K. In entering into this Agreement, Westbank asserts it is exercising its inherent right of self-government, recognized and affirmed within section 35 of the Constitution Act, 1982.
- L. The Parties will work towards reconciliation of the interests of Westbank and British Columbia through honourable, mutually respectful, good faith negotiations to establish workable interim measures dealing with forestry resources within the Subject Lands. The Parties entered into a Tripartite Political Accord on Treaty Negotiations on May 10, 2000 as attached hereto and wish to enter into this Agreement consistent with that Accord.
- M. The Parties have indicated a desire to reconcile the interests of Westbank and the Province through tripartite treaty negotiations.
- N. The Government of British Columbia and the Westbank wish to resolve issues relating to forest and/or range resource development activities where possible through negotiation as opposed to litigation.

THEREFORE THE PARTIES AGREE TO EXTEND AND AMEND THE INTERIM MEASURES AGREEMENT AS FOLLOWS:

1 DEFINITIONS

- 1.1 "Subject Lands" means that portion of British Columbia as generally illustrated on the map attached to this Agreement as Appendix "A", asserted by Westbank to be within its area of interest within the claimed traditional territory of the Okanagan Nation.
- 1.2 "Workplan" means the document created under Section 5.3 of this Agreement for the purposes of operating the Joint Forest Council.
- 1.3 "Aboriginal Interests" means asserted and/or proven aboriginal rights and/or aboriginal title.
- 1.4 "Allowable Annual Cut" (AAC) means the allowable rate of timber harvest from a specified area of land. The Chief Forester sets the AAC for timber supply areas and tree farm licences in accordance with section 8 of the *Forest Act*.
- 1.7 "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation:
 - the decision setting or varying the Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure;
 - the issuance, consolidation, subdivision or amendment of a Forest Tenure or a Range Tenure;
 - the adjustment of Animal Unit Month to a Range Tenure;
 - the replacement or extension of a Forest Tenure or a Range Tenure;



- the disposition of volumes of timber arising from undercut decisions on a Forest Tenure;
 - the conversion of a Timber Sale Licence to another form of Forest Tenure; and,
 - the issuance of a Special Use Permit.
- 1.8 “Forest Tenure” means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.9 “Licensee” means a holder of a Forest Tenure or a Range Tenure.
- 1.10 “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, a Woodlot Licence Plan, a Range Use Plan or a Range Stewardship Plan that has an effect in the Subject Lands.
- 1.11 “Operational Plan” means a Forest Development Plan, Forest Stewardship Plan, a Woodlot Licence Plan, a Range Use Plan, or a Range Stewardship Plan that has an effect in the Subject Lands.
- 1.12 “Range Tenure” means an agreement granting rights over Crown range as defined in the Range Act.
- 1.13 “Response Period” means a period of up to 60 days from initiation of the processes set out in Sections 7 and 8 of this Agreement, where the initiation date is the date on which Westbank is notified of an Administrative Decision or Timber Supply Review process, or in the case of Operational Plan reviews, the date on which Westbank 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.
- 1.14 “Joint Forestry Council” means the Joint Forestry Council established by the Parties pursuant to the Interim Measures Agreement.

2 INTERPRETATION

- 2.1 This Agreement and its implementation shall not affect the Okanagan Nation or other First Nations within the Okanagan Nation in the assertion of their aboriginal rights and title.
- 2.2 Nothing in this Agreement is intended to affect the existence or scope of any aboriginal rights, or to prevent the exercise of any aboriginal rights, either during the currency of the Agreement or otherwise.
- 2.3 Nothing in this Agreement or any record created pursuant to it is intended to create, recognize, limit or deny any aboriginal rights, or the legal relationship between Parties with respect to such rights, or alter or affect the legal status of lands or resources within the Province or the existing authorities of British Columbia, except as this Agreement otherwise provides.
- 2.4 This Agreement and any record created pursuant to it is not intended to limit any position any Party may take in future negotiations on the accommodation

of Westbank's Aboriginal Interests other than as addressed by this Agreement.

- 2.5 Nothing in this Agreement shall be interpreted in a manner that obliges British Columbia to act in a manner inconsistent with provincial legislative or regulatory authorities, or that fetters the statutory discretion of government decision-makers.
- 2.6 This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*.
- 2.7 Nothing in this Agreement shall restrict or limit the right of Westbank or its members to collectively or individually apply to benefit from any program of British Columbia available to them as aboriginal people or otherwise.
- 2.8 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.

3 GENERAL INTENT

- 3.1 The intent of this Agreement is to address consultation and to provide a workable interim accommodation, as set out in this Agreement, with regard to any infringements of Westbank Aboriginal Interests that may result from Administrative Decisions and/or Operational Decisions relating to forest and/or range resource development activities within the Subject Lands, during the term of this Agreement.
- 3.2 The intent of this Agreement is also to further facilitate Westbank's role in forestry management on Subject Lands through the provision of economic benefits to the Westbank First Nation through a further forest tenure opportunity on the Subject Lands and a sharing of revenues received by the Government of British Columbia from forest resource development activities.
- 3.3 The Parties will continue to participate in good faith in the Joint Forest Council and other activities to work co-operatively on land and natural resource issues.
- 3.4 Any moneys paid or timber resource attributed to Westbank in this Agreement shall not be counted against any settlement achieved in treaty negotiations, or other negotiations concerning non-forestry or range resources, without the express agreement of the Parties, for the term of this Agreement.

4 PURPOSE

The Purpose of this Agreement is to:

- 4.1 build meaningful working relationships between Westbank and the Ministry of Forests, forest sector companies, and others with an interest in the forest resource within the Subject Lands;
- 4.2 pursue economic development opportunities, including value added forestry opportunities, related training, and long term employment opportunities for Westbank;



- 4.3 promote certainty, while treaty negotiations proceed, for third party interests, in the Subject Lands; and,
- 4.4 provide Westbank orderly access to a forest licence through a direct invitation to apply for a five year non-replaceable forest licence and the continuation of the Joint Forest Council.

5 JOINT FOREST COUNCIL

- 5.1 The purpose of the Joint Forest Council is to undertake initiatives and specific projects to support successful implementation of this Agreement, and shall constitute a forum for technical discussions between the Parties on strategic level forestry planning processes, including consultation on Administrative Decisions as described in section 8.0, within the Subject Lands. To carry out these functions the JFC shall:
 - 5.1.1 meet quarterly, or by agreement of the Parties;
 - 5.1.2 review progress on implementation of this Agreement;
 - 5.1.3 develop, design, implement, review and modify a Workplan;
 - 5.1.4. identify, consider, and act on issues which arise from this Agreement;
 - 5.1.5 identify policy and legislative issues;
 - 5.1.6 consider agenda items proposed by any Party; and,
 - 5.1.7 provide advice to the Parties on the planning processes and outcomes of plans and strategic initiatives affecting forestry management.
- 5.2 The Joint Forest Council will be made up of three members appointed by British Columbia, three members appointed by Westbank, with the Chair alternating between the Parties.
- 5.3 The Joint Forest Council will develop a Workplan on an annual basis.
- 5.4 The Joint Forest Council will determine its rules of operation based on the principles of efficiency, effectiveness, and sound resource management.
- 5.5 All public communications or releases related to this Agreement shall be jointly reviewed and approved by the Joint Forest Council prior to their issuance.
- 5.6 The Parties recognize that there may be legislative and policy issues that may not be able to be resolved at the Joint Forest Council. As such, any Party may refer matters related to policy and legislation to the Annual Meeting referred to in Part 7 of this Agreement for discussion.
- 5.7 The Joint Forest Council may participate in the development of regional economic development opportunities as initiated by local governments or other agencies.
- 5.8 The Parties and the Joint Forest Council shall seek to involve representatives of other public and private sector organizations where it will contribute to the successful implementation of this Agreement.
- 5.9 In accordance with the spirit and intent of this Agreement, Westbank will respond to any discussions initiated by the Government of British Columbia



with respect to the operational stability of provincially authorized activities related to forest and/or range and resources within the Subject lands, and Westbank will work co-operatively with the Government of British Columbia to assist in resolving any issues concerning forest and range resources that may arise where acts of intentional interference with provincially authorized activities related to forest and/or range resource development activities, including timber harvesting or other forestry economic activities, occur within the Subject Lands.

6 ECONOMIC BENEFITS TO WESTBANK FIRST NATION

During the term of this Agreement, the Government of British Columbia will provide the following economic benefits to Westbank to provide a workable interim accommodation, as set out in this Agreement, in respect of any infringements of Westbank Aboriginal Interests that may result from Administrative Decisions and/or Operational Decisions relating to forest and/or range resource development activities within the Subject Lands.

6.1 Forest Tenure

- 6.1.1 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 Westbank First Nation as a result of the implementation of the *Forestry Revitalization Act*, the Minister will invite Westbank to apply under section 47.3 of the *Forest Act* for a non-replaceable forest licence (the "licence") for up to 17,984 cubic metres annually in the Okanagan Timber Supply Area.
- 6.1.2 For greater certainty, the maximum volume that may be available under the licence referred to in Section 6.1 will be up to 89,920 cubic metres over 5 years.
- 6.1.3 If the intended holder of the licence(s) is a legal entity other than the Westbank, this Agreement must include supporting documentation stating that the intended holder has been validly appointed by the Westbank First Nation as its representative and that the Westbank holds the controlling interest in that legal entity.
- 6.1.4 An invitation to apply for a licence (an "invitation") and any licence entered into as a result of the invitation to apply under this Agreement will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.
- 6.1.5 An invitation will be subject to a condition that prior to Westbank making an application for the licence, the Westbank will contact the Ministry of Forests to discuss and provide input to assist the Ministry of Forests in identifying operating areas for the licence. If possible, the operating area will be within the Subject Lands.
- 6.1.6 A licence entered into as a result of an invitation to apply under Section 6.1 of this Agreement will:
 - (a) be for a term of no longer than 5 years, as determined by the Minister;



- (b) contain other terms and conditions required by law, including the condition that Westbank must comply with this Agreement;
- (c) include a term that Westbank 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.

6.1.7 If the term of the 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 seeks to address consultation and provides a workable interim accommodation in respect of any infringement of Westbank Aboriginal Interests, in any subsequent Forestry Agreement between the Parties, for the purposes described in Sections 3.0 and 4.0.

6.1.8 Subject to:

- (a) the Parties entering into another interim measures agreement providing for an invitation to apply for a licence; and,
- (b) the Minister determining that there is sufficient volume of timber available for disposition to Westbank,

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

6.2 Revenue Sharing

- 6.2.1 During the term of this Agreement, the Government of British Columbia will pay to Westbank approximately \$299,737 annually for purposes described in Sections 3.1 and 3.2.
- 6.2.2 The funding commitment set out in Section 6.2.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia.
- 6.2.3 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.
- 6.2.4 Upon signing of this Agreement, the Westbank 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.
- 6.2.5 Westbank will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.
- 6.2.6 Upon request, Westbank will conduct an audit of the revenue sharing expenditures and will provide a copy of the audit to the Government of British Columbia.

6.3 Range Tenure

- 6.3.1 The Government of British Columbia will review with the Westbank any range tenure opportunity that becomes available in the Subject Lands that may be available for disposition to the Westbank through the direct award of a range permit(s) under the *Range Act*.

7 CONSULTATION AND ACCOMMODATION REGARDING OPERATIONAL PLANS

- 7.1 The Government of British Columbia agrees to consult with Westbank on Operational Plans that may infringe Westbank Aboriginal Interests within the Subject Lands, except for any economic component of those interests that the Parties agree are addressed by the economic benefits provided for under Section 6.0 of this Agreement
- 7.2 During the term of this Agreement, and subject to the Government of British Columbia being in compliance with all other conditions and provisions contained in this Agreement, Westbank agrees that the economic benefits provided in Section 6 are an acceptable interim workable accommodation with respect to the economic component of potential infringements of Westbank Aboriginal Interests in the context of Operational Decisions that the Government of British Columbia will make and any forest practices or range practices that may be carried out under an Operational Plan in the Subject Lands.
- 7.3 Westbank agrees to participate, as set out in this section, in the review of all Operational Plans dealing with forest development within the Subject Lands provided to them by the Government of British Columbia, and by Licensees.
- 7.4 In reviewing and responding to an Operational Plan submitted to them, Westbank 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 occur as a result of proposed forest and/or range resource development activities within the Subject Lands, other than the economic component of those Interests that the Parties agree are addressed by the economic benefits provided for under Section 6.0.
- 7.5 Upon receiving the response from Westbank as specified in Section 7.4, the Government of British Columbia and/or the Licensee will discuss and attempt to resolve with Westbank any site specific operational impacts on Westbank Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities within the Subject Lands, other than the economic component of those Aboriginal Interests that the Parties agree are addressed by the economic benefits provided for under Section 6.0.
- 7.6 If no response is received from Westbank within the Response Period, then the Government of British Columbia may conclude that Westbank 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.
- 7.7 In making a final decision on an Operational Plan, the Government of British Columbia will consider information it receives from Westbank, whether received directly or through a Licensee, and will consider whether concerns identified by Westbank have been addressed.



8 CONSULTATION AND ACCOMMODATION RESPECTING ADMINISTRATIVE DECISIONS

- 8.1 The Government of British Columbia will provide to Westbank a list of all proposed Administrative Decisions anticipated within the current calendar year that will have an effect in the Subject Lands within 30 days of signing this Agreement. Either upon the request of Westbank or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, the Government of British Columbia will provide to Westbank an updated list. Subsequent annual lists of Administrative Decisions will be provided to the Westbank on January ^{31st} of each year for the term of this Agreement.
- 8.2 The Government of British Columbia will meet with Westbank at mutually agreed times throughout the year to provide an opportunity for Westbank 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 Subject Lands.
- 8.3 The Government of British Columbia will include Westbank in public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* for the Okanagan Timber Supply Area.
- 8.4 Westbank agrees to participate, within the Response Period, in public Timber Supply Review processes by providing all reasonably available information about their Aboriginal Interests within the Subject Lands potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act*.
- 8.5 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.
- 8.6 If after considering the concerns and comments of Westbank, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of Westbank Aboriginal Interests that is not adequately addressed by the economic benefits provided by the Government of British Columbia in Section 6.0, the statutory decision maker will seek to address the concerns and comments in the Administrative Decision or through the process in Section 7.0 of this Agreement.
- 8.7 The Government of British Columbia will provide a response to Westbank as to how their concerns raised in Section 8.2 have been sought to be addressed.
- 8.8 Subject to the Government of British Columbia being in compliance with all other conditions and provisions contained in this Agreement, Westbank agrees that in consideration of the economic benefits provided by the Government of British Columbia in Section 6.0 and adherence to the consultation processes in Sections 7.0 and 8.0 of this Agreement, the Government of British Columbia has established an adequate consultation process and provided an acceptable interim workable accommodation with respect to the economic component of potential infringements of Westbank Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.
- 8.9 Subject to the Government of British Columbia being in compliance with all other conditions and provisions contained in this Agreement, Westbank further agrees that, in consideration of clauses 8.1 to 8.7 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 Westbank Aboriginal Interests.

- 8.10 Unless otherwise agreed to by the Parties in writing, the forum for the discussion and consultation processes outlined in Sections 8.1, 8.2, 8.4 and 8.7 of this Agreement will be the Joint Forestry Council.

9 DISPUTE RESOLUTION

- 9.1 In the event of a dispute between the Parties arising out of the interpretation of a provision of this Agreement, the Parties agree to meet, negotiate and attempt to resolve the dispute amicably. The Parties agree to use the procedure set out in this Part.
- 9.2 If a dispute arises out of the interpretation of a provision of this Agreement which cannot be resolved by the persons directly involved within thirty (30) days, either Party may invoke this dispute resolution procedure by giving written notice to the other Party designating a senior official with appropriate authority to be its representative in the dispute.
- 9.3 Upon receipt of the notice referred to above, the Parties shall:
- 9.3.1 within ten (10) business days table the matter in dispute with the designated officials for Westbank and the British Columbia; and,
 - 9.3.2 within thirty (30) business days, if the Parties have failed to resolve the dispute or agreed to extend the time to resolve the dispute, may consider jointly appointing a facilitator or mediator to assist in resolving the dispute.
- 9.4 If, as a result of the facilitation/mediation process, the Parties are unable to resolve the matter in dispute, or if the Parties do not appoint a facilitator or mediator, then the matter will be placed on the agenda for the next meeting of the Joint Forestry Council for possible resolution.

10 SUSPENSION OR CANCELLATION OF ECONOMIC BENEFITS BY THE MINISTER

- 10.1 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 Westbank is not in compliance with this Agreement.
- 10.2 Prior to taking any action referred to in Section 10.1, the Government of British Columbia will provide notice to Westbank of any alleged contravention of this Agreement that may lead Westbank being determined to not be in compliance with this Agreement and will provide Westbank with a reasonable opportunity to remedy the alleged non-compliance.
- 10.3 Subject to the agreement of the Parties, an issue identified under Section 10.1 shall be referred to the dispute resolution process outlined in Section 9 prior to the cancellation by the Minister of the economic benefits provided to the Westbank through this Agreement.



10.4 Notwithstanding 10.3, If, during the term of this Agreement, Westbank 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 6.0, and the consultation processes set out in Sections 7.0 and 8.0 of this Agreement are not adequate or sufficient to:

10.4.1 provide adequate consultation, to substantially address Westbank concerns and to provide an interim workable accommodation in respect of any potential infringements of Westbank Aboriginal Interests with regard to Administrative Decisions relating to forest and/or range resource development activities within the Subject Lands, or

10.4.2 substantially address the economic component of Westbank Aboriginal Interests with regard to Operational Decisions relating to forest and/or range resource development activities within the Subject Lands,

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 6.0.

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

11 ANNUAL MEETING OF THE PARTIES

11.1 The Parties will meet not less than once yearly to review progress with respect to the implementation of this Agreement.

11.2 The purpose of the Annual Meeting is to ensure the successful implementation of this Agreement by:

11.2.1 approving the Workplan of the Joint Forest Council;

11.2.2 Reviewing progress on the implementation of this Agreement;

11.2.3 Reviewing any issues referred by any Party to the Annual Meeting;

11.2.4 Considering agenda items proposed by any Party.

11.3 The Minister of Forests, or designate, and the Chief of Westbank shall co-chair the annual meeting.

11.4 Minutes of the Annual Meeting will be kept.

12 FUNDING

12.1 The Parties will attempt to secure financial and other resources for capacity building initiatives identified by the Joint Forest Council.

13 AMENDMENT OF THE AGREEMENT

- 13.1 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and to request amendments to this Agreement.
- 13.2 The Parties will use their best efforts to renegotiate diligently any term or provision of this Agreement that is invalid or ineffective so as to render it valid, effective, and having regard to the spirit and intent of this Agreement.
- 13.3 The provisions of this Agreement may only be amended by written agreement of the Parties.

14 POLICY AND LEGISLATION CHANGES

- 14.1 The Parties acknowledge that the British Columbia government is considering policy and legislative changes that may affect this Agreement.
- 14.2 British Columbia agrees to inform Westbank of any such relevant proposed legislative changes as soon as they are publicly available with the intention of discussing the amendment of the Agreement to address such legislative changes. The forgoing discussion shall take place at the Joint Forest Council having regard for the spirit and intent of the Agreement.

15 TERM OF THE AGREEMENT

- 15.1 This Agreement will be in effect for a period of five (5) years from the effective date after which time the Parties will review its effectiveness, and:
 - 15.1.1 make necessary modifications supported by both Parties and renew the Agreement for a further period as agreed. Any subsequent interim measures agreement between the Government of British Columbia and Westbank may provide for an opportunity to acquire a licence, and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties; or,
 - 15.1.2 terminate the Agreement.
- 15.2 This Agreement shall automatically terminate upon the coming into effect of any treaty between the Westbank, British Columbia and the Government of Canada.
- 15.3 Any Party may terminate this Agreement following the failure of the Dispute Resolution Process outlined in section 9 by giving the other Party 30 days notice in writing.
- 15.4 If this Agreement is terminated in accordance with Section 15.3, then the Minister may terminate the economic benefits under this Agreement.

16 EFFECTIVE DATE OF THE AGREEMENT

- 16.1 This Agreement will come into effect when signed by all Parties.

17 NOTICE



- 17.1 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 as in this section of the agreement.
- 17.2 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.
- 17.3 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 Forest and Range
P.O. Box 9525 STN PROV GOVT
Victoria, B.C. V8W 9C3
Telephone: (250) 387-3656
Facsimile: (250) 953-3687

Westbank First Nation

Chief or Chief and Council
Westbank First Nation
301-515 Hwy 97 South
Kelowna, B.C. V1Z 3J2
Telephone: (250) 769-4999
Facsimile: (250) 769-4377



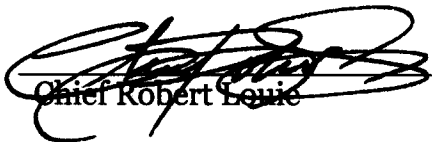
This Agreement was executed by the duly authorized representatives of the Parties as of the 14th of SEPTEMBER, 2005.


Westbank First Nation

Her Majesty the Queen in Right of
British Columbia

Per:

Per:


Chief Robert Louie


Honourable Rich Coleman
Minister of Forests and Range and
Minister Responsible for Housing

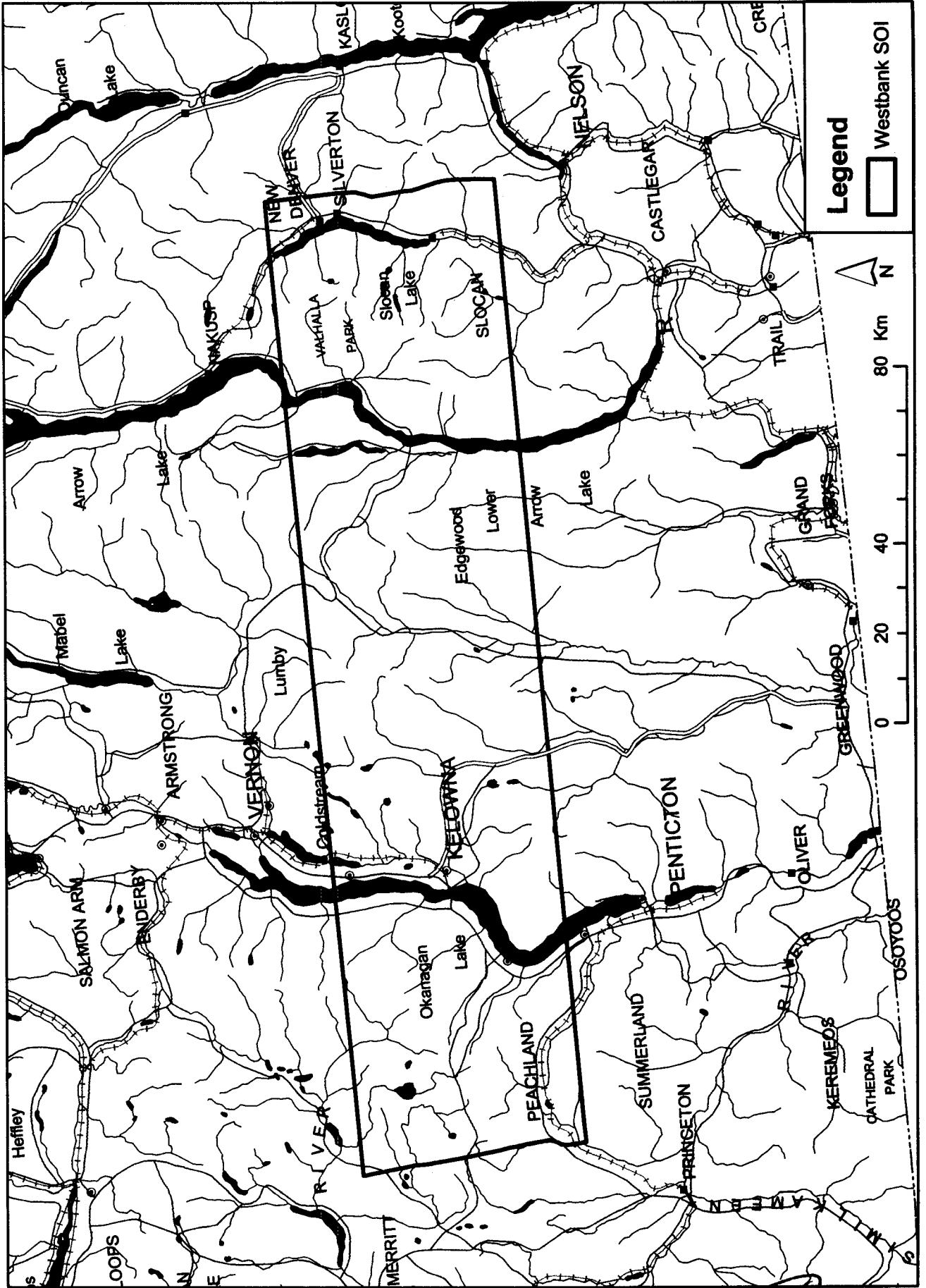

Councilor Mike DeGuevara


Councilor Mickey Werstuik


Councilor Brian Eli


Councilor Loretta Swite

Appendix "A" Westbank First Nation Statement of Intent Area "Subject Lands"



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. Westbank First Nation)

OR

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

HEARTLAND ECONOMICS LTD. (INC. NO. 340676)

- (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.

