

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

**Between:**

***Westbank First Nation***  
as represented by Chief and Council

**and**

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

(collectively the "Parties")

**Whereas:**

- The Westbank First Nation signed a five year Interim Measures Agreement Extension (IMAE) with the Government of British Columbia in September 2005. This Agreement is a short-term additional forestry economic opportunity as contemplated in the Westbank First Nation's IMAE, and does not supersede or alter the IMAE. For matters not addressed in this Agreement, Parties agree that provisions in the current IMAE will apply.
- Mountain pine beetle allowable annual cut increases in the Okanagan Timber Supply Area have lead to increased harvesting activity and potential impacts on Westbank First Nation aboriginal rights and/or title.
- The Government of British Columbia wishes to support economic opportunities for the Westbank First Nation.

**Purpose**

1. The purposes of this Agreement are to:
  - a. increase the participation of the Westbank First Nation in the forest sector; and,
  - b. provide an economic opportunity by inviting the Westbank First Nation to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the Okanagan Timber Supply Area, in a manner linked to the IMAE and as set out in this Agreement.

**Therefore the Parties agree as follows.**

2. After execution of this Agreement by the Parties, the Minister of Forests and Range (the "Minister") will invite the Westbank First Nation to apply for a non-replaceable

~~January 29, 2007~~  
~~For Discussion Purposes~~

page 1 of 6

*Mw for Robert Louie*

forest licence (the Licence) under section 47.3 of the *Forest Act* to harvest a total of up to 141,870 cubic meters of beetle infested timber over a five year term within the traditional territory of the Westbank First Nation, as identified in black bold in Appendix A in the Okanagan Timber Supply Area.

3. If the intended holder of the licence(s) is a legal entity other than the Westbank First Nation, this Agreement must include supporting documentation as specified in Appendix B stating that the intended holder has been validly appointed by the Westbank First Nation as its representative.
4. If during the term of this Agreement a further Mountain Pine Beetle temporary allowable annual cut volume increase becomes available in the Okanagan Timber Supply Area, the Parties agree to explore further tenure opportunities in this Timber Supply Area, in accordance with Section 47.3 of the *Forest Act*.
5. The invitation will be subject to a condition that prior to making an application for the Licence, the Westbank First Nation will contact the Ministry of Forests and Range and the Parties will work co-operatively to identify an operating area within the traditional territory of the Westbank First Nation.
6. The Licence(s) entered into as a result of the invitation to apply under this Agreement will:
  - a. be for a term of no longer than five years as determined by the Minister;
  - b. contain other terms and conditions required by law, including the condition that the Westbank First Nation must comply with this Agreement and with the IMAE;
  - c. include a term that Westbank First Nation may not dispose of the Licence except in accordance with the *Forest Act*; and
  - d. include other terms and conditions as may be required by the Regional Manager.
7. Upon consent of both parties an invitation to apply for a non-replaceable forest licence entered into as a result of the invitation to apply under this Agreement may be consolidated with other non-replaceable forest licenses, in accordance with section 19(3)(a) of the *Forest Act*.

### Consultation

8. The Parties agree to participate in consultation regarding forestry operational plans and administrative decisions pertaining to increases and/or potential increases in harvest levels to address the mountain pine beetle epidemic in the Okanagan TSA, as set out in sections 7.0 and 8.0 of the Westbank First Nation IMAE.
9. This Agreement is 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 for the purposes described in sections 3.0 and 4.0 of the IMAE.

### Dispute Resolution

~~January 29, 2007~~

~~For Discussion Purposes~~

page 2 of 6

*Mr. Robert L. L. L.*

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

#### **Amendments**

11. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
12. Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

#### **Term**

13. This Agreement will take effect on the date on which the last Party has executed it.
14. This Agreement will terminate on the occurrence of the earliest of any of the following events:
- a. five years from the date this Agreement is executed; or
  - b. the mutual agreement of the Parties, or
  - c. upon 90 days written notice by either of the Parties.
15. If the IMAE is terminated, the consultation processes that were set out in sections 7.0 and 8.0 of that agreement are incorporated by reference into this Agreement and will continue to be followed by the Parties for the term and for the purposes of this Agreement.
16. The Government of British Columbia will not terminate this Agreement on the grounds that the Westbank First Nation has challenged an Administrative or Operational Decision by way of legal proceedings.

#### **Notice**

17. All of the provisions set out in the Notice section of the IMAE apply to this Agreement

~~January 29, 2007~~  
~~For Discussion Purposes~~

page 3 of 6

*ms for Robert Louie*

**Miscellaneous**

18. Prior to their issuance, all public communications or releases related to this Agreement shall be jointly reviewed and approved by the Joint Forest Council established pursuant to the Interim Measures Agreement and defined in the IMAE, clause 1.14.

*Signed on behalf of:*

**Westbank First Nation:**

Date: Feb 5 / 2007

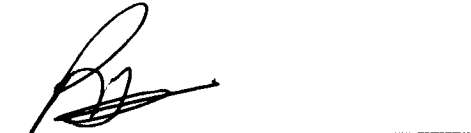
  
Chief Robert Louie

  
Witness

*Signed on behalf of:*

**Government of British Columbia**

Date: MAR 28 2007

  
Honourable Rich Coleman  
Minister of Forests and Range

  
Witness

~~January 29, 2007~~  
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*mw for Robert Louie*

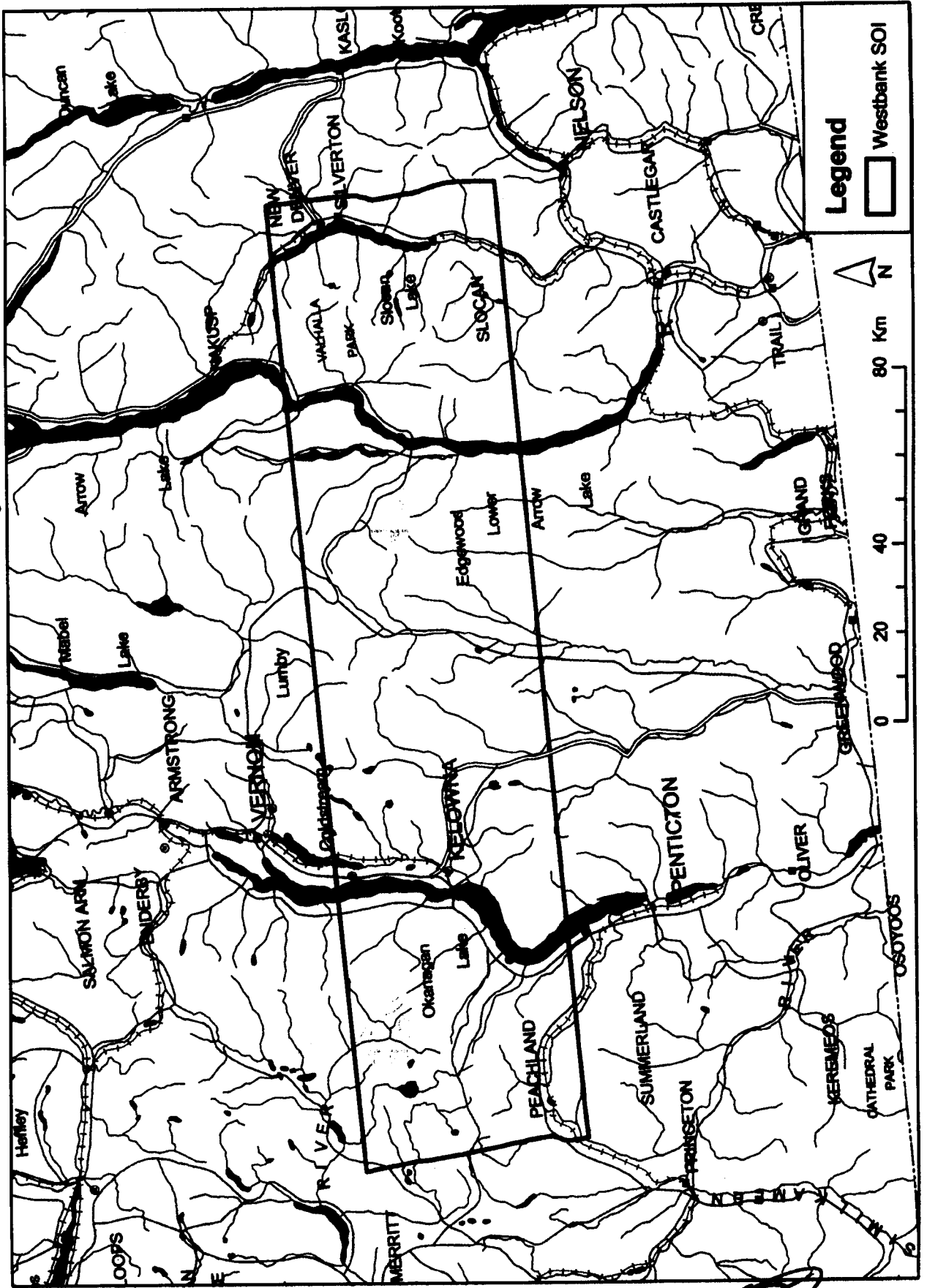
**APPENDIX A: MAP OF WESTBANK FIRST NATION TRADITIONAL AREA**

~~January 29, 2007~~  
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page 5 of 6

*My son Robert Louis*

**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:** \_\_\_\_\_

**OR**

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

\_\_\_\_\_

- (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).

~~January 29, 2007~~  
~~For Discussion Purposes~~

page 6 of 6

*MW for Robert Houli*