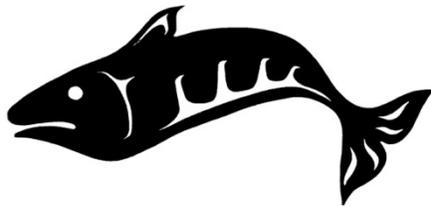


YALE FIRST NATION
HARVEST AGREEMENT



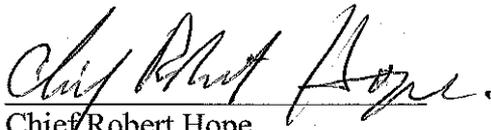
YALE FIRST NATION

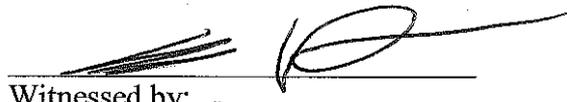
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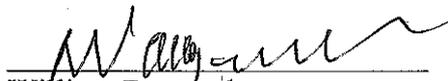
This page, signed in Yale, British Columbia, this 5th day of February, 2010, signifies the intent of the Chief Negotiators for Canada, British Columbia and Yale First Nation, to recommend that the Yale First Nation Harvest Agreement, as it may be amended, be signed by the Parties.

FOR YALE FIRST NATION:


Chief Robert Hope
Chief Negotiator, Yale First Nation

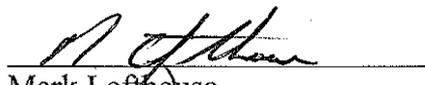

Witnessed by: Doug Hansen

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA:


William Dymond
Chief Federal Negotiator


Witnessed by: Wendy Hutchinson

FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA:


Mark Lofthouse
Chief Provincial Negotiator


Witnessed by: Lindsay Wight

After Chief Negotiators have signed this page, and before the Harvest Agreement is signed by the Parties, it may be subject to review and amendment by agreement of the Chief Negotiators.

YALE FIRST NATION HARVEST AGREEMENT

THIS AGREEMENT is dated for reference the _____ day of _____, 2010.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Fisheries and Oceans**

(“Canada”)

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA, as represented by the Minister of Environment**

(“British Columbia”)

AND:

YALE FIRST NATION, as represented by Yale First Nation Government

(“Yale First Nation”)

WHEREAS the Parties confirm their commitment to enter into this Agreement with respect to the issuance of commercial fishing licences to Yale First Nation for Salmon;

AND WHEREAS Canada and British Columbia acknowledge that Yale First Nation has indicated that the fishing opportunities that will be provided by the licences described in this Agreement are very important to the Yale First Nation;

The Parties agree as follows:

DEFINITIONS

1. In this Agreement:

“**Agreement**” means this Harvest Agreement;

“**Area E Salmon Gill Net Licence**” means a Category A licence for Area E gill net issued under the *Pacific Fishery Regulations, 1993*;

“Canadian Commercial Total Allowable Catch” in respect of Fraser River Sockeye Salmon or Fraser River Pink Salmon, means the amount, determined by the Minister, that is available for any commercial, experimental and demonstration fisheries harvest in Canadian waters, but excludes test fisheries, food, social and ceremonial fisheries and recreational fisheries;

“Commercial Allocation” means

- a. in respect of Fraser River Sockeye Salmon, the Commercial Allocation described in paragraph 12, and,
- b. in respect of Fraser River Pink Salmon, the Commercial Allocation described in paragraph 13;

“Final Agreement” means the Yale First Nation Final Agreement signed on behalf of Her Majesty in right of Canada on [_____], Her Majesty in right of British Columbia on [_____] and Yale First Nation on [_____], and includes any amendments made to the Yale First Nation Final Agreement from time to time in accordance with its provisions;

“Fraser River Chinook Salmon” means chinook salmon stocks whose natal waters are in the Fraser River watershed;

“Fraser River Chum Salmon” means chum salmon stocks whose natal waters are in the Fraser River watershed;

“Fraser River Sockeye Salmon” means sockeye salmon stocks whose natal waters are in the Fraser River watershed;

“Fraser River Pink Salmon” means pink salmon stocks whose natal waters are in the Fraser River watershed;

“General Commercial Fishery” means the fishery for Category A licences issued under the *Pacific Fishery Regulations, 1993*;

“Minister” means the federal or provincial Minister having responsibility, from time to time, for the exercise of powers in relation to the matter in question and includes any person with authority to act in respect of the matter in question; and

“Yale Harvest Agreement Fishing Area” means the waters of that part of the Fraser River between the downstream side of the Canadian National Railway bridge at Mission, upstream to the southern confluence of Sawmill Creek.

INTERPRETATION

2. A reference in this Agreement to a commercial fishery does not include a test fishery, an excess to salmon spawning requirements fishery or any other fishery that the Minister

does not consider to be a commercial fishery.

NATURE OF THE HARVEST AGREEMENT

3. This Agreement is the harvest agreement that the Parties agreed to enter into pursuant to 8.2.1 of the Final Agreement.
4. This Agreement is not a treaty or land claims agreement and does not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

FISHING CONTEMPLATED BY HARVEST AGREEMENT

5. The fishing contemplated by this Agreement is subject to measures necessary for conservation, public health or public safety.
6. For greater certainty, the Minister retains the authority to manage commercial fisheries including whether to have any commercial fishery and, if so, where and when it will occur.
7. Where the Minister does not issue a licence to implement this Agreement because of measures necessary for conservation, public health or public safety, the Minister will provide written reasons to Yale First Nation in a timely manner.

SALMON

8. Each year, where the Minister decides there will be a commercial fishery for Fraser River Sockeye Salmon in the Yale Harvest Agreement Fishing Area, the Minister will issue a licence to Yale First Nation to participate in that commercial fishery.
9. Each year, where the Minister decides there will be a commercial fishery for Fraser River Pink Salmon in the Yale Harvest Agreement Fishing Area, the Minister will issue a licence to Yale First Nation to participate in that commercial fishery.
10. For greater certainty, the provisions of the licences referred to in paragraphs 8 and 9 are in the discretion of the Minister, but the licences will provide for the fishing envisioned by this Agreement to be carried out in an area that is all or part of the Yale Harvest Agreement Fishing Area.
11. Where, in a year, the Minister decides there will be a commercial fishery for Fraser River Sockeye Salmon or Fraser River Pink Salmon in the Yale Harvest Agreement Fishing Area and, in accordance with paragraph 8 or 9, the Minister issues a licence to Yale First Nation to participate in the commercial fishery
 - a. the licence will have provisions on the sale of by-catch that are comparable to licences issued to other participants in that commercial fishery in that year; and

- b. the Minister will take into account the provisions on the sale of by-catch in other commercial fisheries when the Minister issues the licence.

COMMERCIAL ALLOCATION

- 12. Each year, the Commercial Allocation for Fraser River Sockeye Salmon will be
 - a. 1.0027 percent of the Commercial Canadian Total Allowable Catch for Fraser River Sockeye Salmon for the year, where Yale has relinquished no licences in accordance with paragraph 15;
 - b. 1.0518 percent of the Commercial Canadian Total Allowable Catch for Fraser River Sockeye Salmon for the year, where Yale has relinquished one Area E Salmon Gill Net Licence in accordance with paragraph 15;
 - c. 1.1009 percent of the Commercial Canadian Total Allowable Catch for Fraser River Sockeye Salmon for the year, where Yale has relinquished two Area E Salmon Gill Net Licences in accordance with paragraph 15; and
 - d. 1.15 percent of the Commercial Canadian Total Allowable Catch for Fraser River Sockeye Salmon for the year, where Yale has relinquished three Area E Salmon Gill Net Licences in accordance with paragraph 15.
- 13. Each year, the Commercial Allocation for Fraser River Pink Salmon will be 0.17 percent of the Commercial Canadian Total Allowable Catch for Fraser River Pink Salmon for the year.
- 14. Without limiting the generality of paragraph 6, Yale First Nation might not be authorized, in a year, to harvest all of the Commercial Allocation for Fraser River Sockeye Salmon and Fraser River Pink Salmon for the year or the Minister might end a commercial fishery before Yale First Nation harvests all of the Commercial Allocation for Fraser River Sockeye Salmon and Fraser River Pink Salmon for the year.
- 15. Yale may relinquish up to three Area E Salmon Gill Net Salmon Licences to the Minister for the purposes of this Agreement.
- 16. The licences relinquished in accordance with paragraph 15 must be relinquished within seven years of the coming into effect of this Agreement.
- 17. Where, in a year, a licence is relinquished in accordance with paragraph 15 after April 1 of the year, the licence will be considered to have been relinquished on January 1 of the following year for the purposes of paragraph 12 unless Canada and Yale First Nation otherwise agree.
- 18. If, in the future, the fisheries management system provides for a directed General Commercial Fishery in the Fraser River for Fraser River Chinook Salmon, the Parties will take into account the Fraser River Chinook Salmon component of the Area E Gill

YALE FIRST NATION HARVEST AGREEMENT

Net Salmon Licences that Yale First Nation relinquished in accordance with paragraph 15 and will seek to reach agreement on the extent of Yale First Nation's participation in a Lower Fraser River Chinook Salmon commercial fishing opportunity and the arrangements to be agreed by the Parties that describe that participation.

TERM OF THE AGREEMENT

19. The term of this Agreement is 25 years, commencing on the date this Agreement comes into force.
20. Subject to paragraph 25, on the expiry of the term, this Agreement will be renewed on the same terms and conditions for a further period of 15 years, unless Yale First Nation gives written notice to the other Parties, before the expiry of the term that it does not want to renew this Agreement. Thereafter, on the fifteenth anniversary of this Agreement and subject to paragraph 25, this Agreement is renewed for further periods of 15 years, in perpetuity, unless Yale First Nation gives written notice to the other Parties before the expiry of the term, that it does not want to renew this Agreement.
21. Subject to paragraph 22, this Agreement will come into force on the Effective Date of the Final Agreement.
22. If the Effective Date of the Final Agreement is later than April 1 in a year, this Agreement will come into force on January 1 of the following year unless the Parties otherwise agree.

AMENDMENT

23. At any time, a Party may give notice in writing to the other Parties that it wishes to amend this Agreement.
24. This Agreement may be amended with the written agreement of the Parties.

TERMINATION AND COMPENSATION

25. Any Party may, on giving 240 days notice to the other Parties, reduce a percentage referred to in paragraph 12 or 13 or terminate the Commercial Allocation or this Agreement.
26. If, in accordance with paragraph 25, a percentage referred to in paragraph 12 or 13 is reduced or the Commercial Allocation or this Agreement is terminated, Yale First Nation will be entitled to be paid an amount of money as fair compensation from the Party or Parties that reduced the percentage or terminated the Commercial Allocation or this Agreement.
27. For greater certainty, paragraph 26 does not apply with respect to a reduction made in accordance with paragraph 43 or made as a result of any other amendment to this Agreement.

28. If the Parties cannot agree on the amount of money to be paid as fair compensation, the Parties agree to submit the issue to the Dispute Resolution process described in the Final Agreement.
29. The obligations of the Parties under paragraphs 26 to 28 will survive termination.

MANAGEMENT

Designation of Fishers

30. Fishing under the licences issued to implement this Agreement will be carried out by individuals who are designated to do so by Yale First Nation.
31. Yale First Nation will issue personal and non-transferable documentation to individuals designated in accordance with paragraph 30.
32. Documentation referred to in paragraph 31 will:
 - a. be in the English language and, at the discretion of Yale First Nation, in the Nlaka'pamux (Thompson) language, Puchil dialect;
 - b. include the name and address of the individual; and
 - c. meet any requirements set out in the Yale First Nation Fisheries Operational Guidelines for documentation of designations under the Yale First Nation Right to Harvest Fish and any requirements set out in the applicable licences.
33. Yale First Nation will inform every individual who is designated to fish under a licence issued to implement this Agreement of the provisions of the licence.

Licence Fees and Charges

34. The Minister will not charge a fee for the issuance of a licence to implement this Agreement.
35. Should participants in other commercial fisheries that harvest stocks or species included in this Agreement be required to pay management costs, other than licence fees, Yale First Nation might need to pay management costs on a similar basis.
36. If the Minister establishes a consultation process with respect to management costs referred to in paragraph 35, Yale First Nation may participate in that process on a similar basis as participants in the General Commercial Fishery.

Planning Processes

37. The participation of Yale First Nation in integrated planning processes established by the Minister that are appropriate for the fishing contemplated by this Agreement will be on a similar basis as for participants in the General Commercial Fishery.

NOTIFICATION

38. Where any notice, request, directions, information or other communication is required to be given pursuant to this Agreement, it shall be in writing and delivered personally, by registered mail or courier or facsimile, and unless notice to the contrary is given, shall be addressed to the Party at the address or number set out below:

a. To Canada:

Regional Director General
Fisheries and Oceans Canada
Suite 200, 401 Burrard Street
Vancouver, British Columbia, V6C 3S4
Phone: (604) 666-6098
Facsimile: (604) 666-8956

b. To British Columbia:

Assistant Deputy Minister, Oceans and Marine Fisheries Division
Ministry of Environment
P.O. Box 9339
STN Prov Gov't
Victoria, British Columbia, V8W 9M1
Phone: (250) 323-5259
Facsimile: (250) 726-4403

c. To Yale First Nation:

Attention: Chief and Council
PO Box 1869, 31300A Yale Street
Hope, British Columbia
V0X1L0
Phone: (604) 863-2443
Fax Number: (604) 863-2467

39. Such notices, requests, directions, information or other communication shall be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail and the following business day if sent by courier, facsimile or delivered in person.

JUDICIAL DETERMINATIONS IN RESPECT OF VALIDITY

40. No Party will challenge, or support a challenge to, the validity of any provision of this Agreement.

41. If a superior court of British Columbia or the Supreme Court of Canada finally determines any provision of this Agreement to be invalid or unenforceable, the Parties will make best efforts to amend this Agreement to remedy or replace the provision.

QUOTA-BASED SYSTEM

42. If the fisheries management system moves to a quota-based system for Fraser River Sockeye Salmon, Fraser River Pink Salmon, or Fraser River Chinook Salmon and there is a process to reallocate quota, Yale First Nation may, in accordance with the process, request that all or part of:
 - a. any quota for Fraser River Sockeye Salmon, Fraser River Pink Salmon, or Fraser River Chinook Salmon that is held by a Yale fishing licence eligibility be reallocated to the Commercial Allocation; or
 - b. any quota for Fraser River Sockeye Salmon, Fraser River Pink Salmon, or Fraser River Chinook Salmon that forms part of the Commercial Allocation be reallocated and no longer form part of the Commercial Allocation.
43. The Parties will amend this Agreement to reflect any quota reallocated under the process referred to in paragraph 42(b) and, if the Parties agree, may amend this Agreement to reflect any quota reallocated under the process referred to in paragraph 42(a).
44. An increase in the Commercial Allocation as a result of paragraph 43 will not be compensable under paragraph 26

GENERAL

45. This Agreement shall be interpreted in accordance with the law in force in the Province of British Columbia, subject always to any paramount or applicable federal laws.
46. If an issue arises with respect to the interpretation of this Agreement and the Parties involved in the dispute cannot reach an acceptable solution, the Parties involved in the dispute agree to use the process described in Chapter 24 Dispute Resolution of the Final Agreement.
47. This Agreement constitutes the entire agreement among the Parties.
48. Yale First Nation may not assign or subcontract this Agreement or any part thereof.
49. In this Agreement, a reference to a regulation includes every amendment to it and any law enacted in substitution or in replacement of it.