Huu-ay-aht and Uchucklesaht Interim Measures Agreement
Regarding a Direct Award Tenure
(the "Agreement")

Between:

Huu-ay-aht First Nation
as represented by the Chief Councillor
And

Uchucklesaht Tribe
as represented by the Chief Councillor

And

Her Majesty the Queen in right of the Province
of British Columbia
as represented by the Minister of Forests,
(the "Ministry of Forests")

(collectively the "Parties")

Purpose:

1) The purpose of this Agreement is to:

   a) fulfil the objective as identified in section 8.3.1 of the Interim Measures (Extension) Agreement between the Province, Huu-ay-aht First Nation, and Uchucklesaht Tribe;

   b) directly invite Huu-ay-aht First Nation and Uchucklesaht Tribe to jointly apply for a timber sale licence of up to 265,000 cubic metres;

   c) enhance operational stability on Crown lands within the asserted traditional territories of Huu-ay-aht First Nation and Uchucklesaht Tribe regarding ongoing forest resource development;

   d) address potential aboriginal rights and title raised by Huu-ay-aht First Nation and Uchucklesaht Tribe in relation to forest resource development.

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Interpretation:

2) Nothing in this Agreement shall be interpreted in a manner that obliges the Ministry of Forests to act in a manner inconsistent with provincial legislative or regulatory authorities, or that fetters the statutorily-created discretion of any government decision-makers.

3) This Agreement is not intended to be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982 and, subject to 1(d), is not intended to recognize, affirm, or deny the existence of aboriginal rights, including aboriginal title, or treaty rights.

Tenure Opportunity

4) After the execution of this Agreement, the Minister of Forests will invite the Huu-ay-aht First Nation and Uchucklesaht Tribe to jointly apply for a timber sale licence for a volume of up to 265,000 cubic metres under section 47.3 of the *Forest Act*.

5) Any invitation and timber sale licence issued as a result of this Agreement, is subject to policies, regulations and statutes of British Columbia as amended from time to time.

6) Any timber sale licence issued as a result of this Agreement will contain a condition that Huu-ay-aht First Nation and Uchucklesaht Tribe must comply with the terms of this Agreement as specified in the *Forest Act* and are jointly and severally liable for the obligations arising under it.

7) Any timber sale licence issued as a result of this Agreement is not transferable without the consent of the Minister of Forests and is not replaceable.

Operational Stability on Crown Lands

In consideration of the timber sale licence referred to above:

8) The Huu-ay-aht First Nation and the Uchucklesaht Tribe will engage in a timely manner with the Ministry of Forests and all other licensees in an information sharing and consultation process regarding forestry decisions and forestry activities within the asserted traditional territory of Huu-ay-aht First Nation and Uchucklesaht Tribe as outlined in bold black on the attached Appendix "A".

9) Under the Interim Measures (Extension) Agreement dated February 26, 2001 between the Parties, a Joint Forest Council is established. The Huu-ay-aht First Nation and the

Uchucklesaht Tribe will make reasonable efforts to continue to participate in the cooperative process for resolving forest management issues as conducted by the Joint Forest Council, or such other process as mutually determined by the Parties to this Agreement.

10) The Huu-ay-aht First Nation and the Uchucklesaht Tribe will make reasonable efforts to minimize impacts on the economic activity of all forest tenure holders within the asserted traditional territory of the Huu-ay-aht First Nation and the Uchucklesaht Tribe as outlined in bold black on the attached Appendix "A".

Review and Amendments

11) Any of the Parties may require the participation of the other Parties to review the effectiveness of this Agreement and to consider amendments to this Agreement.

12) The provisions of this Agreement may only be amended by written agreement of the Parties.

Term

13) This Agreement will take effect on the date that it has been executed and delivered by the Parties.

14) This Agreement will be in effect for the term of the timber sale licence unless the term of this Agreement is amended by the Parties or superseded by a treaty agreement.

Termination

15) If the Ministry of Forests determines that the Huu-ay-aht First Nation and/or the Uchucklesaht Tribe are not in compliance with this Agreement, the Minister or person authorized by the Minister may suspend and cancel the licence in accordance with the *Forest Act.*

16) This Agreement will be terminated upon cancellation or expiry of the timber sale licence agreement or by mutual agreement of all of the Parties.

Notice

17) Where a notice or other communication is required to be given or that a party wishes to give to an other party with respect to this agreement, it 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 set out in this section of the agreement. Any notice or other communication will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If the notice or other communication is received after 4:00 p.m., it will be deemed to have been received on the next business day. The address of a Party may be changed by notice in the manner set out in this agreement.

BRITISH COLUMBIA:
Deputy Minister
Ministry of Forests
PO Box 9525 STN PROV GOVT
Victoria BC V8W 9C3
(250) 387-4809 (Telephone)
(250) 387-7065 (Facsimile)

HUU-AY-AHT FIRST NATION:
Chief Councillor
P.O. Box 70
Bamfield BC V0R 1B0
(250) 728-3414 (Telephone)
(250) 728-1222 (Facsimile)

UCHUCKLESAHT TRIBE:
Chief Councillor
P.O. Box 1118
Port Alberni, BC V9Y 7L9
(250) 724-1832 (Telephone)
(250) 724-1806 (Facsimile)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 28th day of January, 2003

FOR HUU-AY-AHT FIRST NATION,
as represented by the Chief Councillor

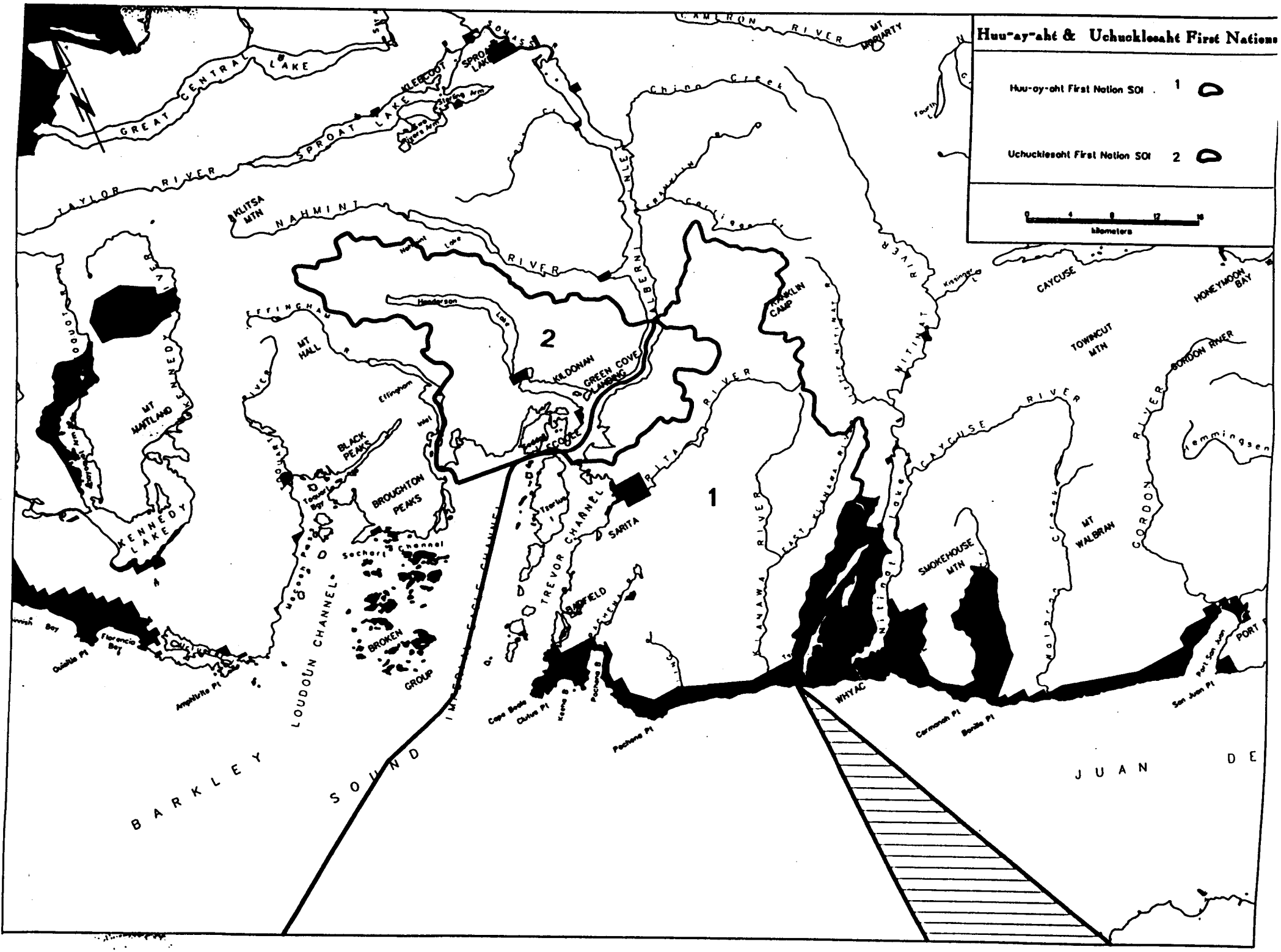
Robert Dennis
Chief Councillor
Date:
Witnessed by

FOR UCHUCKLESAHT TRIBE,
as represented by the Chief Councillor

Charlie Cootes Sr.
Chief Councillor
Date:
Witnessed by Sharon Hadway

FOR HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Michael de Jong,
Minister of Forests
Date:
Witnessed by Sharon Hadway


Huu-ay-aht & Uchucklesaht First Nations
Huu-ay-aht First Nation SOI 1
Uchucklesaht First Nation SOI 2
0 4 8 12 16
kilometers
GREAT CENTRAL LAKE
SPROAT LAKE
KLEECOOT
TAYLOR RIVER
AKLITSA MTN
NAHMINT RIVER
CAMERON RIVER
MT MOUNTY
China Creek
ALBERNI
FRANKLIN CAMP
NITINAT RIVER
CAYCUSE
HONEYMOON BAY
TOWNCUT MTN
GORDON RIVER
Lemmingsen
MT HALL
KLOOSAH
GREEN COVE
CLAYOQUOT
BLACK PEAKS
BROUGHTON PEAKS
KENNEDY LAKE
MT MATLAND
Sechart Channel
BROKEN GROUP
LOUDOUN CHANNEL
TREVOR CHANNEL
SARITA
RITA
ALBERNI INLET
SMOKEHOUSE MTN
MT WALBRAN
CAYCUSE RIVER
GORDON RIVER
WHYAC
Port San Juan
San Juan Pt
Carmanah Pt
Bonilla Pt
Pachena Pt
Cape Beale
Florencio Bay
Amphitrite Pt
BARKLEY SOUND
JUAN DE
1
2