

November 24th, 2003

First Nations Wildfires Agreement
(the "Agreement")

THIS AGREEMENT entered into on the 24th day of November 2003

BETWEEN:

Nlaka'pamux Nation Tribal Council
Representing the Bands
Ashcroft
Boothroyd
Boston Bar
Oregon Jack
Spuzzum
Skuppah
Kanaka Bar
Lytton

And:

**Her Majesty the Queen in Right of the Province of British
Columbia**

As represented by the Minister of Forests
(the "Government of British Columbia")

(collectively the "Parties")

Whereas:

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- A. The Nlaka'pamux Nation Tribal Council has Aboriginal Interests within the interest area map attached in Appendix A. The NNTC has ~~incorporated~~ authorized the company NORTHERN NLAKA'PAMUX FORESTRY RESOURCES LTD ~~as to be~~ the legal entity ~~which is to be the~~ and intended holder of the Venables fire NRFL.
- B. Forest fires ravaged areas of timber supply in and around the Nlaka'pamux Nation during the summer of 2003 including the Venables/Oregon Jack wildfire area outlined in Appendix B.
- C. The Venables/Oregon Jack Creek Fire created the need for salvage work to be carried out including access to wildfire damaged timber;
- D. The member communities of the NNTC have been involved in forestry and have the necessary skills, workforce and equipment to carry out the salvage operations;
- E. The salvage work is contract work through the issuance of a non-replaceable forest licence and is not an aspect of interim measures or the resolution of Nlaka'pamux Aboriginal Interests;
- F. The Government of British Columbia is responding to an economic interest expressed by NNTC by providing access to wildfire damaged timber and silviculture for economic purposes as part of the fire TRP in the Kamloops TSA.

Therefore the Parties agree as follows:

1. Definitions:

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

a. "Aboriginal Interests" means asserted but not yet proven aboriginal rights and/or aboriginal title.

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b. "Forest Tenure" means an agreement issued under the *Forest Act*.

c. "Operational Plan" means a Forest Development Plan, Forest Stewardship Plan, Tree Farm Licence Management Plan and Range Use Plan as defined in provincial legislation respecting forest or range practices and includes forest or range development activities that are carried out pursuant to those Plans.

2. Purpose:

The purposes of this Agreement are to:

2.1 Support the NNTC economic interest for access to tenures created as part of the wildfire timber recovery process in the Kamloops Timber Supply Area ("TSA").

- a. Provide for the timely removal of timber and rehabilitation of wildfire areas.
- b. Initiate the process for a direct award under section 47. 3 of the *Forest Act*.
- c. Set out the Parties' understandings of their involvement in the direct award process.

2.2 Agree to jointly create an expedited consultation process by which the Ministry of Forests will consult with the NNTC and member bands regarding their Aboriginal Interests on the harvesting and rehabilitation activities within the wildfire areas in a manner that will allow for the timely removal of timber and rehabilitation of wildfire areas .

2.3 Confirm that the NNTC will entertain qualified and competitive proposals from both aboriginal and non-aboriginal contractors and/or prospective employees to participate in this economic opportunity. The Ministry has an interest to ensure that local small scale operators

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will have an opportunity to make proposals for participation in this economic opportunity.

2.4 Confirm that the NNTC is prepared to review the Forest Range Agreement information, that is, the Forest Revitalization Plan.

3.0 Invitation To Apply For A Licence(s)

3.1 After the execution of this agreement by the parties, the Minister will invite an application(s) for a non-replaceable forest licence(s) (the "license") pursuant to Section 47.3 of the Forest Act for volumes specified, and not to exceed, in section 4(b), within the Kamloops TSA - in an area agreed to by the Regional Manager. The application(s) will invite the intended holder of the licence or appointed legal entities to act as their representative. Supporting documentation is specified within Schedule C of this agreement. NNTC has ~~incorporated~~ authorized the company NORTHERN NLAKA PAMUX FORESTRY RESOURCES LTD. to represent NNTC, which will be this the corporation who will prepare the NRFL proposal. They will copy their proposal to the Regional Manager of the Southern Interior Forest Region who will advise the Minister in the determination of awarding the Licence.

3.2 An invitation to apply for a licence 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. The Licence will be in accordance with Section 71 of the *Forest Practices Code of BC Act*, which provides an option to the authority to transfer silviculture liability away from the license. There is also an option for the District Manager to direct award up to \$50,000 of silviculture work on the fires to a First Nation per year.

3.3 An invitation to apply under this Agreement will contain terms and conditions required by the Minister and the Regional Manager including a request to report on employment and contracting opportunities generated from this economic opportunity.

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3.4 Where possible, tenures offered to the participating First Nations will be within their traditional territories.

3.5 A licence entered into as a result of an invitation to apply under this Agreement:

- (a) will be for a term of no longer than 3 years, as determined by the Minister;
- (b) will only apply to fire-damaged timber;
- (c) will not be transferable or divisible;
- (d) will not be replaceable;
- (e) will not guarantee timber rights to a particular species or grade of timber;
- (f) will contain other terms and conditions required by law, including the condition that the NNTC must comply with this Agreement; and
- (g) will include other terms and conditions as may be required by the Regional Manager.

4.0 Requests for Wood for Economic Purposes

4.1 Upon signing this agreement the NNTC will make a request for tenure to the Minister who will make a determination and may then make an invitation for tenure in accordance with the *Forest Act*;

4.2 The total volume of fire salvage timber which will be eligible for invitation is outlined below by fire name:

Venables/Oregon Jack Fire (K20624): up to 100,000 m³ (excluding the 5600 m³ of decked wood)

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5.0 Dispute Resolution

5.1 In the event of a dispute arising in respect of the interpretation of this Agreement, the Parties will endeavour to define the dispute and resolve it within fifteen working (15) days.

5.2 If the dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator to resolve the dispute within 60 days, or such period as may be otherwise agreed upon.

5.3 Nothing in Section 5 will prevent either Party from resorting to legal remedies at any time to resolve disputes. However the Parties agree the preference is to complete section 5.1 and section 5.2 before resorting to other remedies.

5.4 The cost of mediation will be equally shared by both Parties.

6.0 Amendment

6.1 Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both Parties.

7.0 Entire Agreement

7.1 This Agreement and any amendments to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

8.0 Term

8.1 This Agreement will take effect on the date that it has been executed by the Parties.

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8.2 This Agreement will terminate on the occurrence of the earliest of the following events:

- a. Three years from date of signing of this Agreement; or
- b. The date on which the Licence awarded pursuant to this Agreement terminates.

9 Suspension or Cancellation of Licence

9.1 Without limiting the actions that may be taken by the Minister or by the Government of British Columbia, and in accordance with Sections 76 and 77 of the Forest Act, the Regional Manager or District Manager may suspend or cancel the licence entered into as a result of the invitation to apply under this Agreement if it is determined that the NNTC is not in compliance with this Agreement or if this Agreement is terminated under section 8.0. The Minister will provide NNTC 30 days prior written notice of the intent to cancel this agreement and/or license. The notice will include a description of the perceived breach and a proposed remedy.

10 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 set out in this paragraph of the agreement.

British Columbia
Deputy Minister

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Minister of Forests
P.O. Box 9525 Stn Prov Govt
Victoria B.C. V8W 9C3
Facsimile (250) 387-7065

Nlaka'pamux Nation Tribal Council
Box 430
Lytton, B.C
V0K 1Z0
Facsimile: (250) 455-2565

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.

11.0 Miscellaneous

11.1 This Agreement may be entered into by each Party signing a separate copy of this agreement, including a photocopy or faxed 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.

11.2 Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.

11.3 This Agreement will not limit the positions that the Parties may take in future negotiations or court actions, other than with respect to the subject matter of this Agreement.

11.4 Any reference to a statute in this agreement includes all regulations made under that statute and any amendments or replacement of that statute.

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11.5 There will be no presumption that any ambiguity in any of the terms of this agreement should be interpreted in favour of any party.

11.6 This Agreement shall be governed by the applicable laws of British Columbia and Canada.

12 Aboriginal Title and Rights

12.1 This Agreement is not a treaty or land claim agreement within the meaning of section 25 and 35 of the *Constitution Act, 1982* and does not recognize, affirm or deny the existence of aboriginal rights including aboriginal title or treaty rights.

12.2 This Agreement is entered into for economic purposes and does not address rights and obligations related to Nlaka'pamux Aboriginal Interests.

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In Witness Whereof the Parties have executed this Agreement as of the day and year first above written.

Signed By A Duly Authorized Signatory of
Nlaka'pamux Nation Tribal Council

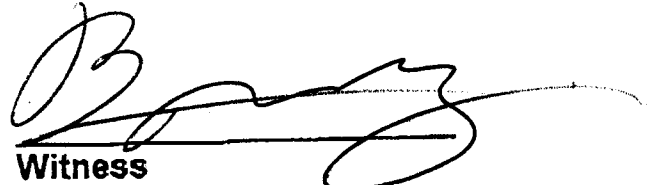
Chief Robert Pasco

Witness

Signed on behalf of:
Government of British Columbia



Michael de Jong
Minister of Forests



Witness


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In Witness Whereof the Parties have executed this Agreement as of the day and year first above written.

Signed By A Duly Authorized Signatory of
Niaka'pamux Nation Tribal Council.


Chief Robert Pasco


Witness

Signed on behalf of:
Government of British Columbia

Michael de Jong
Minister of Forests

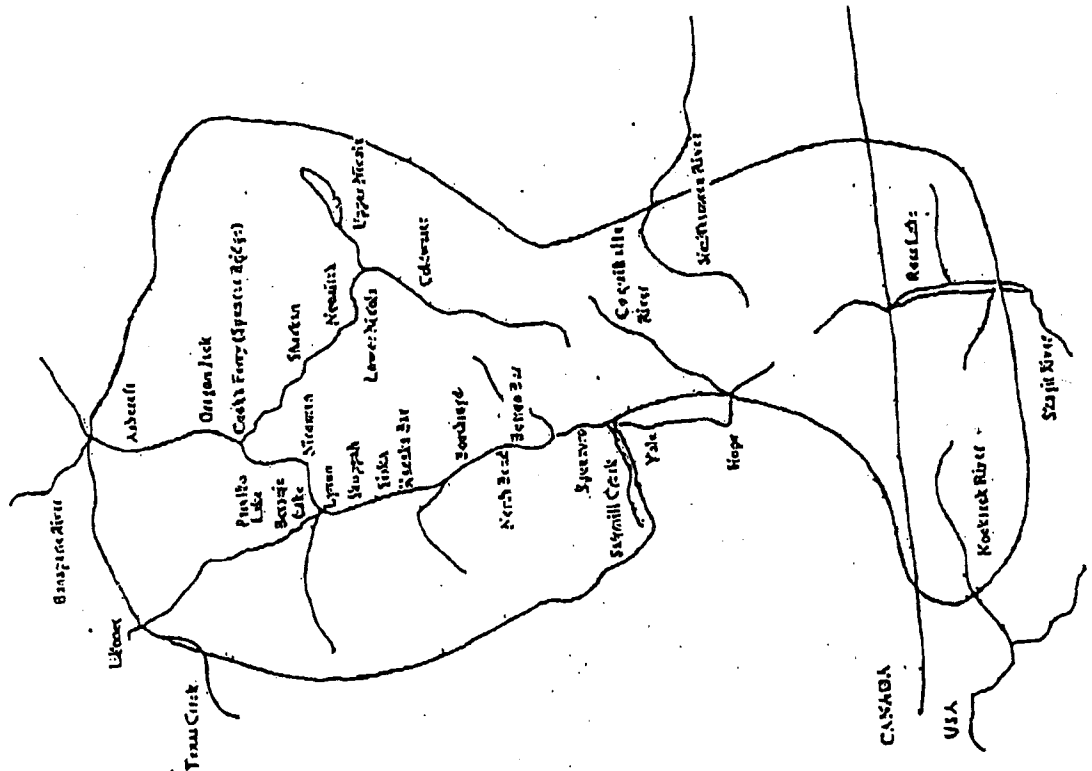
Witness

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APPENDIX "A"

TRADITIONAL TERRITORY OF THE NLAKTAMUX NATION.



APPENDIX "C"

NLAKAPAMUX NATION TRIBAL COUNCIL
BOX 430, LYTTON, B.C. V0K 1Z0
PHONE: (250) 455-2711 FAX: (250) 455-2565

26 November 2003

Northern Nlaka'pamux Forestry Resources Ltd.
Box 430
Lytton, B.C.
V0K 1Z0

Attention: Board of Directors

Dear Directors:

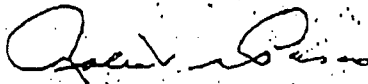
Re: Authorization to Hold NRFL A73240

This letter is to confirm that the Nlaka'pamux Nation Tribal Council ("NNTC") is entering into a First Nations Wildfires Agreement with the Ministry of Forests. This Agreement is the first step in applying for the above noted forest licence. The forest licence must be held by a legal entity. The NNTC is therefore authorizing Northern Nlaka'pamux Forestry Resources Ltd., Number 509634 ("NNFR") to hold this licence.

Shares are held in NNFR by the following member communities of the NNTC: Ashcroft, Oregon Jack Creek, Lytton, Skuppah and Kanaka Bar Bands. This letter confirms that these communities are bound by the Nlaka'pamux Resource Resolution which ensures the interest of the remaining NNTC communities are taken into consideration.

We look forward to the award of the forest licence and assisting in the salvage work resulting from the wildfires in the summer of 2003.

Yours truly,
NLAKAPAMUX NATION TRIBAL COUNCIL



Chief Robert Pasco
Chair

TOTAL P.15