

Wildfire Salvage Opportunity Agreement
(the “Agreement”)

Between:

Lower Similkameen Indian Band

As represented by
Chief and Council

Chief Keith Crow

Lower Similkameen Indian Band

1420 Hwy 3, Cawston, BC V0X 1C3

Phone: (250) 499 - 5528

Email: Chief@LSIB.net

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister

Ministry of Forests

PO BOX 9532

STN PROV GOVT

Victoria, BC V8W 9M1

Phone: 250 952-65200

Email: FLNR.DMO@gov.bc.ca

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to **Lower Similkameen Indian Band**, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with medium and high fire damage) following wildfire events.

1. Definitions

1.1 “Minister” means the Minister responsible for the *Forest Act*.

1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite **Lower Similkameen Indian Band**, or its Representative to apply for the direct award of a forestry

licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).

- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. **Term and Termination**

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

4. **Notice**

- 4.1 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy in an email or a photocopy. Each photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

5. **Representations and Warranties**

- 5.1 British Columbia represents and warrants to **Lower Similkameen Indian Band**, with the intent and understanding that it will be relied on by **Lower Similkameen Indian Band** in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 **Lower Similkameen Indian Band** represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon **Lower Similkameen Indian Band**.

Signed on behalf of:

Lower Similkameen Indian Band



Chief

Date: 19, September 2023

Councillor



Janet Terbasket

Councillor



John Louie

Councillor



Ira Edward

Signed on behalf of:



**His Majesty the King in Right of the
Province of British Columbia** by the
Minister of Forests or the Minister's
Authorized Representative

Date: 19, September 2023

WILDFIRE SALVAGE OPPORTUNITY AGREEMENT

Wildfire Salvage Opportunity Agreement (the “Agreement”)

Between:

Okanagan Indian Band

As represented by
Chief and Council
Okanagan Indian Band
12420 Westside Road
Vernon, BC V1H 2A4

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-65200

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to **Okanagan Indian Band**, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the timely, economic, and environmentally sustainable salvage of timber (from areas with moderate and heavy fire damage) following wildfire events.

1. Definitions

- 1.1 “Minister” means the Minister responsible for the *Forest Act*.
- 1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

- 2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite **Okanagan Indian Band**, or its Representative to apply for the direct award of a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).
- 2.2 Prior to issuing a Licence(s) referred to in section **2.1**, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section **2.1**.

3. Term and Termination

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

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5. Representations and Warranties

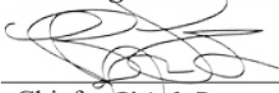
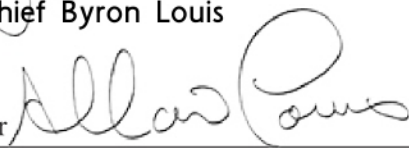

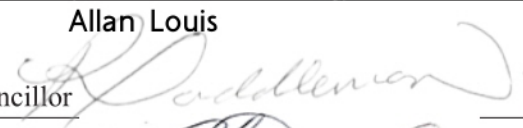



- 5.1 British Columbia represents and warrants to **Okanagan Indian Band**, with the intent and understanding that it will be relied on by **Okanagan Indian Band** in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 **Okanagan Indian Band** represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon **Okanagan Indian Band**.

6. **Okanagan Indian Band - Non Derogation Clause**

- 6.1 This Agreement will not be construed so as to prejudice, limit or derogate from any rights, claims or interests in respect of any Aboriginal title, rights and interests of Okanagan Indian Band or Syilx Nation recognized and affirmed under Section 35 of the *Constitution Act, 1982* and nothing in this Agreement indicates acceptance by the Okanagan Indian Band of federal or provincial Crown jurisdiction over or ownership of land, water or other resources within the Territory.


Signed on behalf of:

Okanagan Indian Band

		May 1, 2023
Chief	Chief Byron Louis	Date (d/m/y):
Councillor	 Allan Louis	Councillor  Viola Brown
Councillor	 Rochelle Saddleman	Councillor  Donna Good Water
Councillor	 Floyd Oppenheimer	Councillor  Valerie Chiba

Signed on behalf of:

**His Majesty the King in Right of the
Province of British Columbia** by the
Minister of Forests or the Minister's
Authorized Representative

	05, 10, 2023
Honorable Bruce Ralston Minister of Forests	Date (d/m/y):

Wildfire Salvage Opportunity Agreement
(the "Agreement")

Between:

Upper Similkameen Indian Band
As represented by Chief and Council

P.O. Box 220, 2nd Floor, 5800 Highway 3, HEDLEY, BC, V0X 1K0
Phone: (250) 292-8733 - Email: Bonnie.Jacobsen@usib.ca

and

His Majesty the King in Right of the Province of British Columbia

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

Deputy Minister
Ministry of Forests
PO BOX 9532 STN PROV GOVT
Victoria, BC V8W 9M1 Phone: 250 952-65200
FORRSI.Tenures@gov.bc.ca

(collectively the "Parties")

WHEREAS:

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations - BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which are to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition of Aboriginal title and rights, and to achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. British Columbia has committed to adopting and implementing the United Nations Declaration on the Rights of Indigenous Peoples ("UNDRIP") and the Truth and Reconciliation Commission ("TRC") Calls to Action, by working in partnership with Indigenous peoples of British Columbia to establish positive government-to-government relationships built on a foundation of respect, rights, and reconciliation.
- C. The *Declaration on the Rights of Indigenous People Act* provides a framework for how UNDRIP will be implemented in the Province. British Columbia intends to take all measures necessary to ensure the laws of British Columbia are consistent with that Act.
- D. British Columbia recognizes that the Upper Similkameen Indian Band has a unique history and its own culture and traditions that help define it, and that these important characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the Upper Similkameen Indian Band community's well-being.

- E. Upper Similkameen Indian Band holds unsurrendered and unextinguished inherent Aboriginal title, rights and interest in respect of its Traditional Territory recognized and affirmed under section 35 of the *Constitution Act, 1982*.
- F. This Agreement is intended to provide an economic opportunity to Upper Similkameen Indian Band, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with moderate and heavy fire damage) following wildfire events.

1. Definitions

- 1.1 "Minister" means the Minister responsible for the *Forest Act*.
- 1.2 "Representative" carries the same meaning as is given in the *Forest Act*.
- 1.3 "Traditional Territory" means the Upper Similkameen Indian Band's claimed or asserted traditional territory.

2. Forest Tenure Opportunity

- 2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite **Upper Similkameen Indian Band**, or its Representative to apply for the direct award of a forestry licence to cut or non-replaceable forest licence, as determined by the Minister (the "Licence(s)") in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the "Invitation").
- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence's issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. Term and Termination

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5. **Representations and Warranties**

- 5.1 British Columbia represents and warrants to ***Upper Similkameen Indian Band***, with the intent and understanding that it will be relied on by ***Upper Similkameen Indian Band*** in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 ***Upper Similkameen Indian Band*** represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon ***Upper Similkameen Indian Band***.

Signed on behalf of:

Upper Similkameen Indian Band


Chief Bonnie Jacobsen

30th, October, 2023
Date: [Day, Month, Year]


Councillor Mike Allison

30/10 2023
Date: [Day, Month, Year]


Councillor Charlie Allison

30/10/2023
Date: [Day, Month, Year]

Signed on behalf of:

**His Majesty the King in Right of the Province
of British Columbia by the Minister of Forests
or the Minister's Authorized Representative**



December 8, 2023

Date: [Day, Month, Year]

Wildfire Salvage Opportunity Agreement
(the "Agreement")

Between:

Neskonlith Indian Band

As represented by
Chief and Council

PO Box 319 Chase, BC
VOE 1M0
Phone: 250-679-3295

and

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

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

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-65200

(collectively the "Parties")

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to **Neskonlith Indian Band**, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with moderate and heavy fire damage) following wildfire events.

1. Definitions

- 1.1 "Minister" means the Minister responsible for the *Forest Act*.
- 1.2 "Representative" carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

- 2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite **Neskonlith Indian Band**, or its Representative to apply for the direct award of a forestry

licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).

- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. Term and Termination

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
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5. Representations and Warranties

- 5.1 British Columbia represents and warrants to **Neskonlith Indian Band**, with the intent and understanding that it will be relied on by **Neskonlith Indian Band** in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 **Neskonlith Indian Band** represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon **Neskonlith Indian Band**.

Signed on behalf of:

Neskonlith Indian Band



Chief

17/07/2023


Date: [Day, Month, Year]

Councillor 

Councillor

Councillor 

Councillor

Councillor 

Councillor

Signed on behalf of:

**His Majesty the King in Right of the
Province of British Columbia** by the Minister
of Forests or the Minister's Authorized
Representative



06/09/2023

Date: [Day, Month, Year]



December 21, 2023

VIA EMAIL:

To: All Forest Licensees, Thompson Okanagan Region

RE: Licence considerations under a Wildfire Opportunity Salvage Agreements (WSOAs) within the Thompson Okanagan Region

The Wildfire Salvage Opportunity Agreement (WSOA) was approved as a new form of agreement by the Minister of Forests on September 19, 2022, and allows for the direct award of wildfire salvage opportunities to First Nations under Section 47.3 (1)(a) of the Forest Act. Prior to issuing a subsequent license under the authority of a WSOA, the statutory decision maker must be satisfied that it will not result in a significant negative impact to the overall timber supply. This means that the possible risk of overharvesting of the AAC in the management unit must be considered together with the objective to utilize fibre from the timber affected by wildfire.

The WSOA is an enabling agreement that supports post-wildfire recovery and furthers the province's reconciliation commitments by strengthening Indigenous participation in the forest sector. Following the execution of a WSOA, the Minister may invite a First Nation to apply for a direct award of a forestry licence to cut (FLTC) or a non-replaceable forest licence (NRFL) as determined by the Minister under section 47.3 of the *Forest Act* **if and when** a suitable salvage opportunity arises as the result of a catastrophic wildfire event.

Salvage operations must be planned in consideration of natural resource objectives with the goal of maximizing the utilization of existing tenure rights. Salvage plans must consider the cumulative effects and potential impacts of increased access and disturbance on ecosystem, wildlife and habitat values and develop mitigation measures where necessary. Once there is a salvage plan, Ministry of Forests staff will evaluate if additional forest tenure is required to meet salvage and restoration objectives and will consider the following:

- All licensees will contribute a significant portion of their AAC's to salvaging fire affected timber.
- Existing harvesting commitments and tenures are being used but are insufficient to successfully salvage the affected timber as consistent with the Salvage Plan and there is a need for additional wildfire salvage licenses.

Page 1 of 2

Ministry of Forests

Thompson-Okanagan
Natural Resource Region

Mailing Address:
3rd Floor, 441 Columbia Street
Kamloops, BC V2C 2T3

Tel: 250 828-4172
Fax: 250 828-4442
Website: www.gov.bc.ca/for

- Issuing a new licence will not result in a significant negative impact to the overall timber supply and/or this risk has been balanced with the objectives of land-based recovery, and fibre utilization.
- Issuing a new licence will further the government's mandate on reconciliation, increasing First Nation's participation in the forest industry and/or further Business to Business partnerships.

Those interested in pursuing a licence opportunity under a WSOA must complete the attached application to be submitted to the local Natural Resource District for consideration. Please contact your local Natural Resource District with any questions.

Sincerely,



Gerry MacDougall, RPF,
Regional Executive Director
Thompson Okanagan Region

Thompson Okanagan Natural Resource Region

Tenure Application for Wildfire Salvage under a Wildfire Salvage Opportunity Agreement (WSOA) (To be filled out by the applicant)

Applicant Information:

Name:	Address:	Contact:	Client #:

WSOA #:	First Nation (s)	Volume Requested (m ³)	Tenure Type (FLTC/NRFL)

Wildfire Information:

Wildfire Name:	Wildfire Year:	Wildfire Area:	TSA/Management Unit:	Catastrophic? (Y/N)

Licence Information within the Fire Boundary (proponent and partners)

Licence:	Client:	AAC Available (m3)	AAC Harvested (m3)

Other Volume issued under WSOA.

Licence:	Available Volume (m3)	Harvested Volume (m3)	Applicable Fire

Rationale:

Please include the following information at minimum:

- Description of Partnerships and B2B agreements
- Existing Harvesting commitments and the need for additional tenure
- Expected impact on Timber Supply
- Harvesting Considerations and how application is consistent with the salvage plan.
- Other relevant information

Submitted by: _____ Date: _____

Signed and Sealed by:

Wildfire Salvage Opportunity Agreement
(the “Agreement”)

Between:

Acho Dene Koe First Nation

As represented by
Chief and Council

Chief Gene Hope
Acho Dene Koe First Nation
General Delivery
Fort Liard, Northwest Territories, X0G 0A0
Phone: 867 770-4571
Email: administration@adkfirstnation.ca

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-6520

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to Acho Dene Koe First Nation, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with medium and high fire damage) following wildfire events.

1. Definitions

- 1.1 “Minister” means the Minister responsible for the *Forest Act*.
- 1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

- 2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite Acho Dene Koe First Nation, or its Representative to apply for the direct award of a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).
- 2.2 Prior to issuing a Licence(s) referred to in section **2.1**, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section **2.1**.

3. Term and Termination

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
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5. Representations and Warranties

- 5.1 British Columbia represents and warrants to Acho Dene Koe First Nation, with the intent and understanding that it will be relied on by Acho Dene Koe First Nation in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 Acho Dene Koe First Nation represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon Acho Dene Koe First Nation.

Signed on behalf of:

Acho Dene Koe First Nation

Chief

Date: [Day, Month, Year]

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Signed on behalf of:

**His Majesty the King in Right of the Province
of British Columbia** by the Minister of Forests
or the Minister's Authorized Representative

Date: [Day, Month, Year]

Wildfire Salvage Opportunity Agreement
(the “Agreement”)

Between:

Blueberry River First Nation

As represented by
Chief and Council

Chief Judy Desjarlais
Blueberry River First Nation
P.O. Box 3009

Buick Creek, BC, V0C 2R0

Phone: 250 630-2800

Email: chief.jdesjarlais@blueberryfn.ca

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-6520

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to Blueberry River First Nation, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with medium and high fire damage) following wildfire events.

1. Definitions

1.1 “Minister” means the Minister responsible for the *Forest Act*.

1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

- 2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite Blueberry River First Nation, or its Representative to apply for the direct award of a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).
- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

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5. **Representations and Warranties**

- 5.1 British Columbia represents and warrants to Blueberry River First Nation, with the intent and understanding that it will be relied on by Blueberry River First Nation in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 Blueberry River First Nation represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon Blueberry River First Nation.

Signed on behalf of:

Blueberry River First Nation

Chief

Date: [Day, Month, Year]

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Signed on behalf of:

**His Majesty the King in Right of the Province
of British Columbia** by the Minister of Forests
or the Minister's Authorized Representative

Date: [Day, Month, Year]

Wildfire Salvage Opportunity Agreement
(the “Agreement”)

Between:

Cheslatta Carrier Nation

As represented by
Chief and Council

Chief Corrina Leween
Cheslatta Carrier Nation
PO Box 879

Phone: (250) 694-3334

Email: cleween@cheslatta.com

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-65200

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to **Cheslatta Carrier Nation** assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with medium and high fire damage) following wildfire events.

1. Definitions

1.1 “Minister” means the Minister responsible for the *Forest Act*.

1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

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(the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).

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- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

4. Notice

- 4.1 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy in an email or a photocopy. Each photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

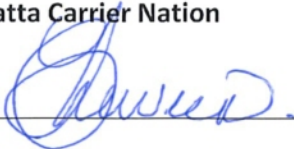
5. Representations and Warranties

- 5.1 British Columbia represents and warrants to **Cheslatta Carrier Nation**, with the intent and understanding that it will be relied on by Cheslatta Carrier Nation in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 **Cheslatta Carrier Nation** represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon **Cheslatta Carrier Nation**.

Signed on behalf of:

Cheslatta Carrier Nation

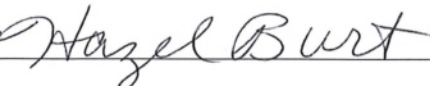
Chief



Date: [Day, Month, Year]

24/10/2023

Councillor



Councillor

Councillor



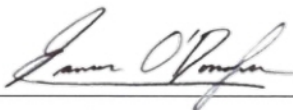
Councillor

Councillor

Councillor

Signed on behalf of:

**His Majesty the King in Right of the Province
of British Columbia** by the Minister of Forests
or the Minister's Authorized Representative



Eamon O'Donoghue, Acting Deputy Minister

Date: 21 December 2023

Wildfire Salvage Opportunity Agreement
(the “Agreement”)

Between:

Doig River First Nation

As represented by
Chief and Council

Chief Trevor Makadahay
Doig River First Nation
P.O. Box 56

Rose Prairie, BC, V0C 2H0
Phone: 250 827-3776

Email: tmakadahay@doigriverfn.com

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-6520

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to Doig River First Nation, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with medium and high fire damage) following wildfire events.

1. Definitions

1.1 “Minister” means the Minister responsible for the *Forest Act*.

1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite Doig River First Nation, or its Representative to apply for the direct award of

a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).

- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. **Term and Termination**

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

4. **Notice**

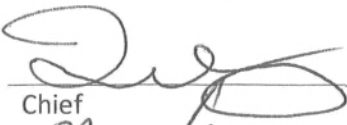
- 4.1 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy in an email or a photocopy. Each photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

5. **Representations and Warranties**

- 5.1 British Columbia represents and warrants to Doig River First Nation, with the intent and understanding that it will be relied on by Doig River First Nation in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 Doig River First Nation represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon Doig River First Nation.

Signed on behalf of:

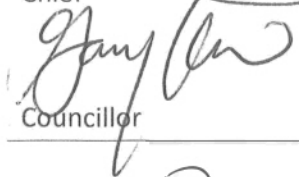
Doig River First Nation



Chief

03/10/23

Date: [Day, Month, Year]



Councillor

Councillor



Councillor

Councillor

Councillor

Councillor

Signed on behalf of:

**His Majesty the King in Right of the Province
of British Columbia** by the Minister of Forests
or the Minister's Authorized Representative



17/11/23

Date: [Day, Month, Year]

Wildfire Salvage Opportunity Agreement
(the “Agreement”)

Between:

Fort Nelson First Nation

As represented by
Chief and Council

Chief Sharleen Gale
Fort Nelson First Nation
RR1 Mile 295 Alaska Highway
Fort Nelson, BC,
V0C 1R0

Phone: (250)774-7257

Email: Sharleen.Gale@council.fnnation.ca

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-6520

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to Fort Nelson First Nation, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with medium and high fire damage) following wildfire events.

1. Definitions

1.1 “Minister” means the Minister responsible for the *Forest Act*.

1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

- 2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite Fort Nelson First Nation, or its Representative to apply for the direct award of a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).
- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. **Term and Termination**

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

4. **Notice**


- 4.1 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy in an email or a photocopy. Each photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

5. **Representations and Warranties**

- 5.1 British Columbia represents and warrants to Fort Nelson First Nation, with the intent and understanding that it will be relied on by Fort Nelson First Nation in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 Fort Nelson First Nation represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon Fort Nelson First Nation.

Signed on behalf of:

Fort Nelson First Nation



08, January, 2024

Chief Sharleen Gale

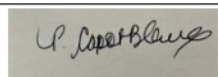
Date: [Day, Month, Year]



Councillor Roberta Michel



Councillor John Michel



Councillor Patricia Capot Blanc



Councillor Archie Harrold

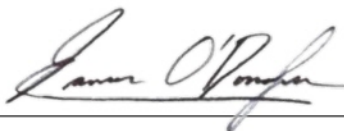


Councillor Chrystal Fincaryk

Councillor

Signed on behalf of:

**His Majesty the King in Right of the Province
of British Columbia** by the Minister of Forests
or the Minister's Authorized Representative



Eamon O'Donoghue
Acting Deputy Minister

26 January 2024

Date: [Day, Month, Year]

**Wildfire Salvage Opportunity Agreement
(the "Agreement")**

Between:

Halfway River First Nation
As represented by
Chief and Council

Chief Darlene Hunter
Halfway River First Nation
P.O. Box 59
Wonowon, BC, V0C 2N0
Phone: 250 772-5058
Email: dhunter@hrfn.ca

and

His Majesty the King in Right of the Province of British Columbia

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

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-6520

(collectively the "Parties")

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to Halfway River First Nation, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with moderate and heavy fire damage) following wildfire events.

1. Definitions

1.1 "Minister" means the Minister responsible for the *Forest Act*.

1.2 "Representative" carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

- 2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite Halfway River First Nation, or its Representative to apply for the direct award of a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the "Licences(s)") in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the "Invitation").
- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence's issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. Term and Termination

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

4. Notice

- 4.1 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy in an email or a photocopy. Each photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

5. Representations and Warranties

- 5.1 British Columbia represents and warrants to Halfway River First Nation, with the intent and understanding that it will be relied on by Halfway River First Nation in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 Halfway River First Nation represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon Halfway River First Nation.

Signed on behalf of:

Halfway River First Nation


Chief

12 Oct 2023
Date: [Day, Month, Year]

Councillor 

Councillor Charmaine Hunter

Councillor Linda Brady

Councillor Linda Brady

Councillor Joyce Audit

Councillor Joyce Audit

Signed on behalf of:

His Majesty the King in Right of the Province
of British Columbia by the Minister of Forests
or the Minister's Authorized Representative



17, 11, 23

Date: [Day, Month, Year]

**Wildfire Salvage Opportunity Agreement
(the "Agreement")**

Between:

Lake Babine Nation

As represented by
Chief and Council

Chief Murphy Abraham

Lake Babine Nation

PO Box 879

Email: murphy.abraham@lakebabine.com

and

His Majesty the King in Right of the Province of British Columbia

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

Deputy Minister

Ministry of Forests

PO BOX 9532

STN PROV GOVT

Victoria, BC V8W 9M1

Phone: 250 952-65200

(collectively the "Parties")

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to **Lake Babine Nation**, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with medium and high fire damage) following wildfire events.

1. Definitions

1.1 "Minister" means the Minister responsible for the *Forest Act*.

1.2 "Representative" carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite **Lake Babine Nation**, or its Representative to apply for the direct award of a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the

“Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).

- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. **Term and Termination**

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

4. **Notice**

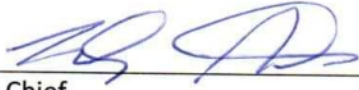
- 4.1 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy in an email or a photocopy. Each photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

5. **Representations and Warranties**

- 5.1 British Columbia represents and warrants to **Lake Babine Nation**, with the intent and understanding that it will be relied on by Lake Babine Nation in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 **Lake Babine Nation** represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon **Lake Babine Nation**.

Signed on behalf of:

Lake Babine Nation



Chief

Date: [Day, Month, Year]

Councillor



Councillor



Councillor



Councillor



Councillor



Councillor

Signed on behalf of:

**His Majesty the King in Right of the Province
of British Columbia** by the Minister of Forests
or the Minister's Authorized Representative

Date: [Day, Month, Year]

Wildfire Salvage Opportunity Agreement
(the “Agreement”)

Between:

Prophet River First Nation

As represented by
Chief and Council

Chief Valerie Askoty
Prophet River First Nation
P.O. Box 3250
Fort Nelson, BC, V0C 1R0
Phone: 250 773-6555
Email: Valerie.Askoty@prophetriverfn.ca

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-6520

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to Prophet River First Nation, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with medium and high fire damage) following wildfire events.

1. Definitions

- 1.1 “Minister” means the Minister responsible for the *Forest Act*.
- 1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

- 2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite Prophet River First Nation, or its Representative to apply for the direct award of a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).
- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. **Term and Termination**

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

4. **Notice**

- 4.1 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy in an email or a photocopy. Each photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

5. **Representations and Warranties**

- 5.1 British Columbia represents and warrants to Prophet River First Nation, with the intent and understanding that it will be relied on by Prophet River First Nation in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 Prophet River First Nation represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon Prophet River First Nation.

Signed on behalf of:

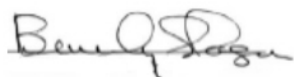
Prophet River First Nation



16 October 2023

Chief

Date: [Day, Month, Year]



Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Signed on behalf of:

**His Majesty the King in Right of the Province
of British Columbia** by the Minister of Forests
or the Minister's Authorized Representative



17,11,23

Date: [Day, Month, Year]

**Wildfire Salvage Opportunity Agreement
(the “Agreement”)**

Between:

Saulteau First Nations

As represented by
Chief and Council

Chief Rudy Paquette
Saulteau First Nations

P.O. Box 1020

Chetwynd, BC, V0C 1J0

Phone: 250 788-3955

Email: rpaquette@saulteau.com

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister

Ministry of Forests

PO BOX 9532

STN PROV GOVT

Victoria, BC V8W 9M1

Phone: 250 952-6520

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to Saulteau First Nations, assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with moderate and heavy fire damage) following wildfire events.

1. Definitions

1.1 “Minister” means the Minister responsible for the *Forest Act*.

1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite Saulteau First Nations, or its Representative to apply for the direct award of

a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).

- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. **Term and Termination**

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

4. **Notice**

- 4.1 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy in an email or a photocopy. Each photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

5. **Representations and Warranties**

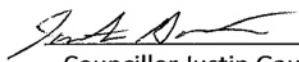
- 5.1 British Columbia represents and warrants to Saulteau First Nations, with the intent and understanding that it will be relied on by Saulteau First Nations in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 Saulteau First Nations represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon Saulteau First Nations.

Signed on behalf of:


Saulteau First Nations


Chief Rudy Paquette

Date: 12, Oct 2023


Councillor Justin Gauthier


Councillor Juritha Owens

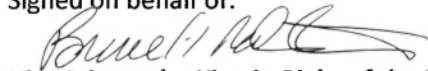

Councillor Colleen Totusek

Councillor

Councillor

Councillor

Signed on behalf of:


**His Majesty the King in Right of the Province
of British Columbia** by the Minister of Forests
or the Minister's Authorized Representative

17, 11, 23

Date: [Day, Month, Year]

Wildfire Salvage Opportunity Agreement
(the “Agreement”)

Between:

Wet’suwet’en First Nation
As represented by
Chief and Council

Chief Maureen Luggi
Wet’suwet’en First Nation
21 Tom Drive, PO Box 760
Phone: (250) 698-7307
Email: chief@wetsuweten.net

and

His Majesty the King in Right of the Province of British Columbia

As represented by the Minister of Forests (“British Columbia”)

Deputy Minister
Ministry of Forests
PO BOX 9532
STN PROV GOVT
Victoria, BC V8W 9M1
Phone: 250 952-65200

(collectively the “Parties”)

WHEREAS:

A. This Agreement is intended to provide an economic opportunity to **Wet’suwet’en First Nation** assist in achieving stability and greater certainty for forest resource development on Crown lands, and to allow for the salvage of timber (from areas with medium and high fire damage) following wildfire events.

1. Definitions

- 1.1 “Minister” means the Minister responsible for the *Forest Act*.
- 1.2 “Representative” carries the same meaning as is given in the *Forest Act*.

2. Forest Tenure Opportunity

- 2.1 After execution of this Agreement, as volume is identified for wildfire salvage opportunities, the Minister may invite **Wet’suwet’en First Nation**, or its Representative to apply for the direct

award of a forestry licence to cut or a non-replaceable forest licence, as determined by the Minister (the “Licences(s)”) in accordance with section 47.3 of the *Forest Act*, for the harvest of timber in an area damaged by wildfire or wildfire damaged timber, as applicable (the “Invitation”).

- 2.2 Prior to issuing a Licence(s) referred to in section 2.1, the Minister must be satisfied that consultation obligations in relation to such Licence’s issuance have been met for all potentially impacted First Nations.
- 2.3 Notwithstanding any other provisions of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence(s) referred to in section 2.1.

3. **Term and Termination**

- 3.1 This Agreement will take effect on the date it is signed by all Parties and will terminate the later of 10 years or the termination of all Licence(s) issued in accordance with this Agreement.
- 3.2 This Agreement may be terminated by either Party on 90 days written notice.

4. **Notice**

- 4.1 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy in an email or a photocopy. Each photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

5. **Representations and Warranties**

- 5.1 British Columbia represents and warrants to **Wet’suwet’en First Nation**, with the intent and understanding that it will be relied on by Wet’suwet’en First Nation in entering into this Agreement, that it has the authority to enter into this Agreement.
- 5.2 **Wet’suwet’en First Nation** represents and warrants to British Columbia, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement and has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement.
- 5.3 This Agreement is a valid and binding obligation upon **Wet’suwet’en First Nation**.

Signed on behalf of:

Wet'suwet'en First Nation



Chief

19/10/2023

Date: [Day, Month, Year]



Councillor

Councillor



Councillor

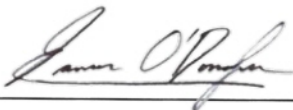
Councillor

Councillor

Councillor

Signed on behalf of:

His Majesty the King in Right of the Province
of British Columbia by the Minister of Forests
or the Minister's Authorized Representative



Eamon O'Donoghue, Acting Deputy Minister

Date: 21 December 2023