



File: 19560-25/PA 20

NOV 25 2013

Dion Livingston
Operational Planning Manager
Louisiana-Pacific Canada Ltd.
116 – 116th Avenue
Dawson Creek, British Columbia
V1G 3C8

Dear Dion Livingston:

Pulpwood Agreement (PA) No. 20 was formally transferred from Canadian Forest Products Ltd. to Louisiana-Pacific OSB Limited Partnership on May 31, 2013. Attached is an amendment to PA No. 20 to reflect this change. In addition to amending the name of the holder this amendment amends Section 5.04, which is very minor amendment that corrects a reference that was made to a wrong sub-section of PA 20.

Accordingly, I have attached:

1. Two original signed Amendment No. 1 for PA No. 20;
2. The amended front page of the licence document; and
3. A revised page 7 which contains the revised Paragraph 5.04.

Please sign both original Amendment No. 1, and return one copy to:

Dale Morgan, Regional Executive Director; Northeast Region
Ministry of Forests, Lands and Natural Resource Operations
9000 – 17th Street, Dawson Creek, British Columbia, V1G 4A4

Dion Livingston, Operational Planning Manager, Louisiana-Pacific Canada Ltd.

The other pages should be attached to your copy of the PA No. 20.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve Thompson", with a stylized, cursive script.

Steve Thompson
Minister

Attachments: Amendment No. 1-A85946 (2 original documents)

Amended front page of Pulpwood Agreement No. 20

Amended Paragraph 5.04 (Page 7) of Pulpwood Agreement No. 20

pc: Dale Morgan, Regional Executive Director, Northeast Region

Rob Kopecky, District Manager, Peace Natural Resource District

Chris Marsh, Timber Tenure Specialist, North Area

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
PULPWOOD AGREEMENT NO. 20

THIS AGREEMENT, dated May 16, 2013

BETWEEN:

THE "MINISTER" OF FORESTS, LANDS, AND
NATURAL RESOURCE OPERATIONS
OF BRITISH COLUMBIA, on behalf of
HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,

(the "Minister")

AND:

LOUISIANA-PACIFIC OSB LIMITED PARTNERSHIP
116 – 116th Avenue
Dawson Creek, British Columbia
V1G 3C8

E-Mail Address: Dion.Livingston@LPCorp.com

(the "Licensee")

WHEREAS

- A. Canadian Forest Products Ltd. requested the subdivision of Pulpwood Agreement No. 12 on January 31, 2013 to accommodate the sale of their 50 percent interest in the Peace Valley OSB plant to an affiliate of Louisiana-Pacific Corporation.
- B. The Peace Valley "OSB plant" at Fort St John, British Columbia will now be supported by the new Pulpwood Agreement No. 20 using 66 percent of the available volume from the old Pulpwood Agreement No. 12.

- C. Under Section 43 of the "*Forest Act*", Pulpwood Agreement No. 12, Amendment Number 6 version dated December 13, 2002 is subdivided and Pulpwood Agreement No. 20 is created

- D. Effective May 31, 2013, Pulpwood Agreement No. 20 is transferred to Louisiana-Pacific OSB Limited Partnership.

THE PARTIES AGREE AS FOLLOWS
1.00 GRANT OF RIGHTS

1.01 Subject to

- (a) this Agreement and the Acts, regulations and standards referred to in Paragraph 8.01, and

- (b) the "availability of deciduous leading stands".

the "Minister" grants to the Licensee the option to obtain from the "District Manager" under Section 47.6(2)(c) of the "*Forest Act*", without advertising or competition from other applicants, "forestry licences to cut" authorizing the Licensee to "harvest" timber, specified under Paragraph 7.01, from Crown land in the "Pulpwood Area", as identified by the yellow hatched area identified on the attached exhibit "A" map.

- 1.02 In accordance with Part 5 of the Agreement and subject to Subparagraph 2.05(a), for each harvest control year, the total volume of timber "harvested" under "forestry licences to cut" must not exceed the lesser of 330 000 m³ and the "availability of deciduous leading stands".

- 1.03 The volume referred to in Paragraph 1.02 is deemed to be reduced according to any reduction made under this Agreement.

- 1.04 In accordance with the decision to subdivide Pulpwood Agreement No. 12, the effective date of this Agreement is May 16, 2013.

- 1.05 Subject to Subparagraph 2.05(b), the expiry date of this Agreement is October 31, 2024.

- 1.06 This Agreement is not replaceable under the "*Forest Act*".

- 1.07 The "District Manager" will determine on an annual basis:

- a) the total volume "harvested" under "forestry licences to cut" and road permits issued in connection with this Agreement, including waste,



Province of
British Columbia

Ministry of
Forests, Lands
and Natural
Resource
Operations



PULPWOOD AGREEMENT NO. 20 AMENDMENT NUMBER 1

**Whereas Pulpwood Agreement No. 20 was transferred from
Canadian Forest Products Ltd. to Louisiana-Pacific Canada Ltd.
on May 31, 2013, the parties agree as follows:**

1. Page 1 – Replace Canadian Forest Products Ltd. with Louisiana-Pacific OSB Limited Partnership as “the licensee”.
2. Page 2 - Add “D” to WHEREAS section of Pulpwood Agreement No. 20 to read as follows:

D. Effective May 31, 2013, Pulpwood Agreement No. 20 was transferred to Louisiana-Pacific OSB Limited Partnership.

3. Replace Paragraph 5.04 with the following paragraph:

If the volume of timber “harvested” during a “harvest control period” is more than the maximum allowed during that period, the “District Manager” in a notice given to the Licensee, may also vary or suspend, in whole or in part, or refuse to issue, a forestry licence to cut or road permit to the extent necessary to offset the difference between the volume of timber “harvested” during the “harvest control period” and the volume levels approved under Subparagraph 1.07(c) for the next following “harvest control period.”

The effect date of this amendment is May 31, 2013.

This forms an integral part of the original Licence and should be attached thereto:

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and/or the Licensee has caused its corporate seal to be affixed in the presence of the duly authorized officers in that behalf on the date and year first above written.

Signed, sealed and delivered by the
Licensor in the presence of

A. R. (Nan) Pellett

Constance Assistant

Nelabona - Mission

Steve Thomson

Steve Thomson. (Licensor)
Minister of Forests, Lands and Natural
Resource Operations

Signed, sealed and delivered by the
Licensee in the presence of

Seal

(Licensee)

Note: If the Licensee is a co-partnership, the amendment must be signed and sealed by each member of the partnership. All written signatures must be made in ink.

If the Licensee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.



**PULPWOOD AGREEMENT NO. 20
AMENDMENT NUMBER 1**

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Signed, sealed and delivered by the
Licensor in the presence of

A.R. (Alan) Bellett
Constitutional Assistant
Bellevue Mission.

Steve Thomson. (Licensor)
Minister of Forests, Lands and Natural
Resource Operations

Signed, sealed and delivered by the
Licensee in the presence of

Seal

(Licensee)

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- a) total of such of the following as are charged to the Licensee in a calendar year in statements or invoices issued on behalf of the government:
 - (i) the volume of "merchantable timber" cut and removed under "forestry licences to cut" and "road permits", issued under this Agreement,
 - (ii) the volume of "merchantable timber" estimated to be wasted or damaged under "forestry licences to cut" and "road permits", issued under this Agreement,
 - (iii) the volume of timber the "Regional Executive Director" has determined must have been purchased under Paragraph 4.03, which was not purchased by the Licensee, and
 - (iv) volume identified as an "overcut adjustment".
- 5.02 For the purposes of Paragraph 1.06, the following will apply:
- a) A five year "harvest control period" specified by the "District Manager" will be used as a benchmark for performance of volume allotments under the Agreement;
 - b) The total volume available during the "harvest control period" will be five times the "availability of deciduous leading stands";
 - c) Volume of timber "harvested" during a "harvest control period" means, the cumulated volume as determined yearly under Paragraph 5.01, charged to the Licensee over a 5 year period in statements or invoices issued on behalf of the government.
- 5.03 If the volume of timber "harvested" during a "harvest control period" is more than the maximum allowed during that period under Paragraph 5.02, the "District Manager" will apply the volume as an "overcut volume adjustment" to the next "harvest control period."
- 5.04 If the volume of timber "harvested" during a "harvest control period" is more than the maximum allowed during that period, the "District Manager" in a notice given to the Licensee, may also vary or suspend, in whole or in part, or refuse to issue, a forestry licence to cut or road permit to the extent necessary to offset the difference between the volume of timber "harvested" during the "harvest control period" and the volume levels approved under Subparagraph 1.07(c) for the next following "harvest control period."
- 5.05 The powers conferred on the "Regional Executive Director" or "District Manager" under this Part may be exercised separately, concurrently or cumulatively.