

COPY

IN THE MATTER OF TREE FARM LICENCE NUMBER 1
AMENDMENT NUMBER 49,

the Minister of Lands, Forests, and Water Resources for the Province of British Columbia HEREBY CONSENTS, in so far as it is within his authority so to do, to the Assignment ~~dated~~ hereunto annexed, marked "A", dated 1st January, 1970,

BETWEEN: CELGAR LIMITED (formerly Celgar Development Company Limited), a corporation duly incorporated under the laws of the Province of British Columbia, and having its registered office in the City of Vancouver,

in the Province of British Columbia, hereinafter called the Assignor(s),

OF THE ONE PART,

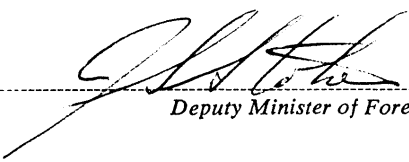
AND SKEENA KRAFT LIMITED, a corporation duly incorporated under the laws of the Province of British Columbia, and having its registered office in the City of Vancouver,

in the Province of British Columbia, hereinafter called the Assignee(s),

OF THE OTHER PART.

SUBJECT, HOWEVER, to the express condition that, notwithstanding anything contained in this Consent, or in the said Assignment, or any documents referred to therein, no person on behalf of the Department of Lands, Forests, and Water Resources shall be deemed to have waived compliance with or observance of, on the part of the Assignor(s), his/their/its predecessors, successors, and assigns, any of the covenants, provisoes, conditions, or reservations contained in the said matter above referred to, nor to have waived, impaired, or restricted in any way whatsoever any of the rights or remedies of the Crown or of the said Minister of Lands, Forests, and Water Resources in respect of the said matter above referred to, or of the property or rights thereby demised or privileges granted, nor to have approved of the form or of any of the terms, provisions, or conditions of the said Assignment, or of any document, IT BEING EXPRESSLY DECLARED that the sole object, purport, and effect of this document is merely as a permission in writing to validate the making of an assignment, and no action shall be taken or thing done under, by virtue of, or in connection with the said Assignment, or any documents referred to therein, that may prejudice, impair, or affect in any way whatsoever any of the rights of the said Minister of Lands, Forests, and Water Resources.

DATED at Victoria, British Columbia this 1st day of January, 1970.


Deputy Minister of Forests.

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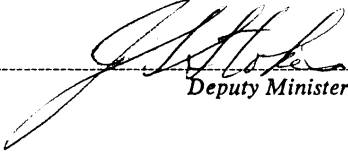
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DATED at Victoria, British Columbia this 1st day of January, 1970.


Deputy Minister of Forests.

THIS INDENTURE is made as of the 1st day of January,
1970.

BETWEEN:

CELGAR LIMITED, of 1111 West
Hastings Street, in the City of
Vancouver, Province of British
Columbia,

(hereinafter called the "Assignor")

OF THE FIRST PART

AND:

SKEENA KRAFT LIMITED, of 1111
West Hastings Street, in the City
of Vancouver aforesaid,

(hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS pursuant to an agreement made as of the 31st day
of December, 1969 (the "Amalgamation Agreement") between the
Assignor, the Assignee and Columbia Cellulose Company, Limited,
the Assignor agreed inter alia to sell and transfer to and the
Assignee agreed to purchase, directly or indirectly through
Columbia, substantially all the undertaking, business, property,
contracts, powers, privileges, rights and assets of the Assignor,
including Tree Farm Licence numbered 1 on the Forest Service
Register of Tree Farm Licences and on official atlas maps of the
Department of Lands and Forests, and known as the "Port Edward

Forest Management Licence" or "Forest Management Licence No. 1", as the same has heretofore been amended and/or supplemented (hereinafter called the "Tree Farm Licence"), and the Assignee agreed to assume all the Assignor's liabilities and obligations, all with effect as of January 1, 1970; and

WHEREAS the said Amalgamation Agreement contained a covenant by the Assignor that it would execute and do all such further deeds, acts, things and assurances as might be requisite in the opinion of the Assignee for more perfectly and absolutely assigning, transferring and assuring unto the Assignee the matters in the said agreement mentioned;

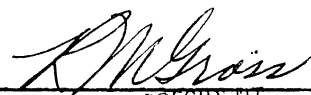
NOW THEREFORE THIS INDENTURE WITNESSETH that pursuant the said covenant and for the consideration set forth in the said Amalgamation Agreement the Assignor hereby transfers, assigns and sets over to the Assignee effective immediately after midnight on December 31, 1969/January 1, 1970, all the Assignor's right, title and interest in and to the Tree Farm Licence TO HAVE AND TO HOLD the same unto and to the use of the Assignee, its successors and assigns forever SUBJECT to the payments reserved by, and the terms and conditions contained in the Tree Farm Licence.

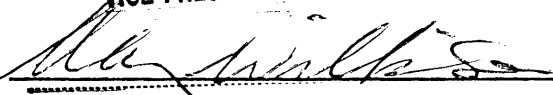
The Assignee for itself, its successors and assigns

hereby covenants with the Assignor to make all payments provided for in the Tree Farm Licence and henceforth to become payable thereunder and to observe and perform all the covenants and conditions in the Tree Farm Licence contained as if the Assignee were a party thereto and the Licensee named therein.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed in the presence of their proper officers as of the day and year first above written.


The common seal of CELGAR
LIMITED was hereunto affixed
in the presence of:

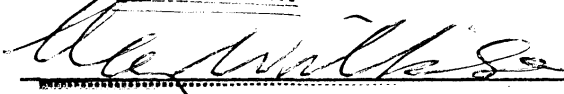


VICE-PRESIDENT


Assistant Treasurer

The common seal of SKEENA
KRAFT LIMITED was hereunto
affixed in the presence of:



VICE-PRESIDENT


Assistant Treasurer

FARRIS, FARRIS, VAUGHAN, WILLS & MURPHY

BARRISTERS & SOLICITORS

HON. J. W. DEB. FARRIS, Q.C.	JOHN L. FARRIS, Q.C.	D. L. VAUGHAN, Q.C.
C. H. WILLS	C. FRANCIS MURPHY	BRICE S. EVANS
A. D. POOL	G. S. HUGH-JONES	JOHN D. McALPINE
BRIAN S. LOWE	P. W. BUTLER	JACK M. GILES
MICHAEL BUTLER	K. A. L. HILLMAN	JAMES F. RICHARDSON
H. P. McLAUGHLIN	J. D. N. EDGAR	GLEN P. BANCROFT
DAVID B. FINLAY	BRUCE H. McCOLL	ROGER J. DUNCAN
TERENCE W. BOYLAN	RODNEY K. WARD	IRWIN G. NATHANSON

TELEPHONE 681-7111
AREA CODE 604
CABLE ADDRESS "FAREM"
TELEX 04 507819

15TH FLOOR
510 WEST HASTINGS STREET
VANCOUVER 2, B. C.

REPLY ATTENTION OF Mr. D. L. Vaughan, Q.C.

March 26, 1970.

Minister of Lands, Forests, and
Water Resources,
Parliament Buildings,
Victoria, B. C.

Dear Sir:

Respecting the transfer of Tree Farm Licence No. 1 by Celgar Limited to Skeena Kraft Limited and the amalgamation of such Tree Farm Licence No. 1 and Tree Farm Licence No. 40 held by Skeena Kraft Limited, this will confirm that all properties including both temporary tenures and lands held in fee simple, described in Schedule "A" of Tree Farm Licence No. 1 have been conveyed and effectively transferred to Skeena Kraft Limited.

Yours truly,

FARRIS, FARRIS, VAUGHAN, WILLS & MURPHY

Per: 

DLV:w

SKEENA KRAFT LIMITED



March 26, 1970.

Minister of Lands, Forests, and
Water Resources,
Parliament Buildings,
Victoria, B. C.

Dear Sir:

In completion of the steps required in order to complete with effect as of January 1, 1970 the amalgamation of Tree Farm Licences numbered 1 and 40, we enclose the following:

- (a) duly executed formal Assignment absolute of Tree Farm Licence No. 1 by Celgar Limited to Skeena Kraft Limited together with our cheque in the sum of \$25.00 to cover your fee for this Assignment;
- (b) letter from our solicitors dated March 26, 1970 confirming that all properties including both temporary tenures and lands held in fee simple described in Schedule "A" of Tree Farm Licence No. 1 have been effectively conveyed and transferred to Skeena Kraft Limited;
- (c) Receipt and Deposit Agreement covering the deposit in the sum of \$216,000 required to be deposited with the Minister pursuant to subsection (6) of Section 36 of the Forest Act and to be held by the Minister pursuant to Section 36 of Tree Farm Licence No. 1.

Yours truly,

SKEENA KRAFT LIMITED

Per: 

RELEASES

[132-134

remise and forever discharge EF and GH and each of them, of and from any and all claims of any nature or kind whatsoever, which we or either of us may have against them or either of them, for any matter, cause or thing arising to the date hereof, with the exception of the sum of \$ _____ owing to CD by GH, and with the exception of the indemnity set out in a certain agreement between EF and GH as Vendors and AB and CD as purchasers, dated _____, with respect to [set out briefly description of indemnity].

IN WITNESS, etc. [include date]

SIGNED, SEALED, etc.

[Signatures of AB and CD]

SEAL

133

Release of Claims Arising from Use of Product

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of _____ dollars to me in hand paid (the receipt whereof is hereby acknowledged), I hereby release and forever discharge _____ Company Limited of and from all claims, demands, damages, actions or causes of action arising or to arise by reason of the use of the product known as "XYZ" and of and from all claims or demands whatsoever in law or in equity which I, my heirs, executors, administrators or assigns can, shall or may have by reason aforesaid against the said company.

IN WITNESS, etc. [include date]

SIGNED, SEALED, etc.

[Signature]

SEAL

134

Release of Claims Arising from Use of Product: Parents of User

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of _____ dollars to us in hand paid, the receipt whereof is hereby acknowledged, we hereby release and forever discharge _____ Company Limited of and from all claims, demands, damages, actions or causes of action arising or to arise by reason of the

Handwritten signature and number: *P. J. ... 5 1752*

To whom it may concern:

IN THE MATTER OF TREE FARM LICENCE NUMBER 1
AMENDMENT NUMBER 49,

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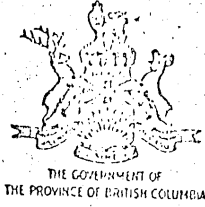
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DATED at Victoria, British Columbia this 1st day of January, 1970.

Deputy Minister of Forests.

60,984



CERTIFIED A TRUE COPY

July 31 1970

Deputy Registrar of Companies
for the Province of British Columbia

Certificate

"COMPANIES ACT"

Canada
Province of British Columbia

I hereby Certify that **SKEENA KRAFT LIMITED**

incorporated on the eighth day of July, one thousand nine hundred and

sixty-four under Certificate No. 60,984, has pursuant to section 48 of

the "Companies Act" this day changed its name to the name CANADIAN

CELLULOSE COMPANY, LIMITED.

Given under my hand and seal of office at
Victoria, B.C, this twenty-eighth
day of July, one
thousand nine hundred and seventy

M. JORRE DE ST. JORRE

DEPUTY Registrar of Companies

