

PROVINCE OF BRITISH COLUMBIA

Ministry of Forests

IN THE MATTER OF TREE FARM LICENCE NUMBER 6

INSTRUMENT NUMBER 80

Amendment

THIS AGREEMENT is made effective the 17 day of January 1997.

BETWEEN:

THE MINISTER OF FORESTS, on behalf of
HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, Parliament Buildings,
Victoria, British Columbia, V8V 1X4

(the "Licensor")

OF THE FIRST PART

AND:

WESTERN FOREST PRODUCTS LIMITED, a body corporate,
amalgamated under the laws of the Province of British Columbia under
Certificate of Incorporation No. 0212953, and having its registered office at:
2300 - 1111 West Georgia Street
Vancouver, British Columbia
V6E 4M3

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Province and the Licensee entered into an exchange agreement dated the 3rd day of June 1994, as amended (the "Land Exchange Agreement"); and
- B. Pursuant to the Land Exchange Agreement, and Section 33.1(e) of the *Forest Act*, the Licensee now agrees to amend TFL 6 to account for certain exchanges of land for the creation of the Juan de Fuca Marine Park Trail and for the acquisition of lands known as TimberCrest, Bright Angel and the Alliance Property.

NOW THEREFORE, pursuant to the *Forest Act*, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 In this Agreement and the recitals:

- (a) "Juan de Fuca Marine Park Trail" means the park created under the *Park Act*; and
- (b) "TFL 6" means Tree Farm Licence Number 6 made between the Licensor and the Licensee as of March 1, 1995.

ARTICLE II

AMENDMENT OF SCHEDULE "A" OF TFL 6

2.01 The lands described in Appendix I of this Agreement is herewith incorporated into Schedule "A" lands of TFL 6;

ARTICLE III

INTERPRETATION

3.01 Statutes

A reference to a statute in this Agreement means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefore or in replacement thereof.

3.02 References

Unless the context otherwise requires, any reference to "this Agreement" means this instrument and all of the appendices attached to it and any reference to any section or subsection by number is a reference to the appropriate section or subsection in this Agreement.

3.03 Headings

The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.

3.04 Schedules

Each schedule attached to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

3.05 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral to this Agreement other than as expressly set forth or referred to in this Agreement.

3.06 Further Acts and Assurances

Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

3.07 Severability

If any provision of this Agreement or the application thereof to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.

3.08 No Waiver

No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the other party.

3.09 Governing Law

This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

SIGNED, SEALED AND DELIVERED)
by the Minister of Forests on behalf of)
Her Majesty the Queen in Right of the)
Province of British Columbia in the)
presence of:)

Andrew K. G. de Lestard)
_____)
_____)

[Signature]
_____)
Minister of Forests

THE COMMON SEAL (C/S) of the)
Licensee was affixed in the presence of:)

[Signature])
_____)
Authorized Signatory)
[Signature])
_____)
Authorized Signatory)
_____)

C/S

(OR)

SIGNED, SEALED AND DELIVERED)
by the Licensee in the presence of:)

_____)
_____)
_____)

_____)
Authorized Signatory
_____)
Title

APPENDIX I

Addition of Schedule "A" Lands to TFL 6

<u>Description of Land</u>	<u>Land District</u>	<u>Hectares +</u>
District Lot 305 (as to the Crown's undivided 1/2 interest)	Rupert	164.30



MAP OF: INSTRUMENT NO. 80 to TFL 6

FOREST REGION: RVA
LAND DISTRICT: RUPERT

DISTRICT: DPM
SHOWN AS A BOLD SOLID LINE:
Reg Compt. L

Planning Cell

J.T.M. Zone East North
Grid 9

NAD 27 X
83

MANAGEMENT UNIT	TIMBER SUPPLY AREA	PULPWOOD AGREEMENT	CASCADES	Base Map SGB
Type T	Number	East	West X	Ref. Map 1021050, 1021060
Number 6	Block			MDM Map ID
	Sub-B			Scale 1:20 000
				ORCS * Area 164.3 hectares

