

COPY

PROVINCE OF BRITISH COLUMBIA
Department of Lands, Forests, and Water Resources
FOREST SERVICE

IN THE MATTER OF TREE FARM LICENCE NUMBER 8
AMENDMENT NUMBER 6

THIS AGREEMENT made in duplicate this 8th day of
. March in the year of Our Lord one thousand nine
hundred and seventy-one.

BETWEEN:

THE MINISTER OF LANDS, FORESTS, AND WATER RESOURCES
of the Province of British Columbia, who, with his
successors in office, is

hereinafter called "the Licensor",

OF THE ONE PART,

AND

BOUNDARY FOREST PRODUCTS LTD., a Corporation duly
incorporated under the laws of the Province of
British Columbia, and having its registered office
in the Town of Midway, in the said Province,

hereinafter called "the Licensee ",

OF THE OTHER PART.

WHEREAS by an Indenture made in duplicate on the 26th day of January,
1951, between the Minister of Lands, Forests, and Water Resources of the
Province of British Columbia, therein called "the Licensor" of the one part,
and Boundary Sawmills Ltd., therein called "the Licensee" of the other
part, the said Minister did, pursuant to Section 33 (now Section 36) of the
Forest Act and in consideration of the payments, agreements and stipulations
to be made and observed on the part of the Licensee, grant unto the Licensee
that certain Tree Farm Licence which was numbered eight (8) on the Forest
Service register of Tree Farm Licences and on official atlas maps of the
Department of Lands, Forests, and Water Resources, and known as the "Boundary
Creek Tree Farm Licence" or "Tree Farm Licence No. 8";

AND WHEREAS by an Agreement made in duplicate on the 14th day of January, 1952, between the Minister of Lands, Forests, and Water Resources of the Province of British Columbia, therein called "the Licensor" of the one part, and Olinger Lumber Company Limited, therein called "the Licensee" of the other part, the said Licensor did, pursuant to Section 33 (now Section 36) of the Forest Act and in consideration of the payments, agreements and stipulations to be made and observed on the part of the Licensee, grant unto the Licensee that certain Tree Farm Licence which was numbered eleven (11) on the Forest Service register of Tree Farm Licences and on official atlas maps of the Department of Lands, Forests, and Water Resources, and known as the "Carmi Tree Farm Licence" or "Tree Farm Licence No. 11".

AND WHEREAS the said Tree Farm Licence No. 11 was assigned and transferred as of the 28th day of March, 1967 by Olinger Lumber Company Limited to Boundary Sawmills Ltd., and the Minister consented in writing on the 23rd day of May, 1967 to the said assignment and transfer pursuant to the provisions of Clause 44 of the said Tree Farm Licence Number 11, as amended June 16, 1965.

AND WHEREAS the parties hereto mutually agreed to terminate and cancel the said Tree Farm Licence No. 11 and agreed to consolidate the lands of the aforementioned Tree Farm Licence No. 11 in accordance with the principles of sustained yield management as part of the said Tree Farm Licence No. 8 by an Agreement dated the 21st day of March 1969 and known as Amendment Number 4 of Tree Farm Licence Number 8.

AND WHEREAS Boundary Sawmills Ltd., changed its name to Boundary Forest Products Ltd., on the 31st day of December 1970;

AND WHEREAS pursuant to Clause 48 of the aforementioned Agreement the parties hereto have mutually agreed to amend the said Agreement as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Licensee to the Licensor, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

(1) THAT Clause 32 of the said Tree Farm Licence, is hereby mutually amended by the parties hereto by deleting the present Clause 32 and inserting in its stead the following Clause 32;

"Cutting on the Tree Farm Licence area shall be done only in accordance with the Management Working Plan, and only after notice of intent has been given to the Forest Service and a Cutting Permit has been issued. Such Cutting Permit shall be issued on the direction of the Chief Forester if the proposed cutting is in keeping with the provisions of this Agreement and the Management Working Plan. If cutting is on Crown lands not held under other tenures, the Cutting Permit will fix the stumpage rates in accordance with Subsection (20), Section 36 of the Forest Act. Any cutting not covered by a Cutting Permit will be deemed to be in trespass and the Licensee may be assessed damages by the Minister in amounts not in excess of the value of the logs or other products so cut, which may be charged against the deposit."

(2) THAT subject to the terms of this Agreement the parties hereto confirm in all other respects the said Indenture dated the 26th day of January 1951 and amendments thereto to the date hereof.

IN WITNESS WHEREOF the Licensor has executed these presents and the Licensee has hereunto affixed its corporate seal by the hands of its proper officers in that behalf.

SIGNED SEALED AND DELIVERED)
in the presence of:)

E. James Chelton
Witness

Ray Whittaker
Minister of Lands, Forests, and Water Resources

THE CORPORATE SEAL OF THE LICENSEE)
was hereunto affixed in the)
presence of:)

[Signature]
[Signature]