

COPY

PROVINCE OF BRITISH COLUMBIA

Ministry of Forests

IN THE MATTER OF TREE FARM LICENCE NUMBER 14

INSTRUMENT NUMBER 15

THIS AMENDMENT is made effective as of January 1, 1990,

BETWEEN:

THE MINISTER OF FORESTS OF BRITISH COLUMBIA on
behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA

(the "Licensor")

AND:

OF THE FIRST PART

CRESTBROOK FOREST INDUSTRIES LIMITED
P.O. Box 460
Cranbrook, British Columbia
VIC 4J7

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Licensor and Licensee have entered into Tree Farm Licence No. 14 (the "TFL"), dated January 1, 1980, pursuant to section 33 of the FOREST ACT, R.S.B.C. 1979, C.140 (the "Forest Act");
- B. The Licensor made an offer pursuant to section 27.1 of the Forest Act dated March 5, 1990;
- C. The Licensee accepted the offer on March 20, 1990;
- D. The parties have also mutually agreed to amend the said Agreement pursuant to section 33.1(e) of the Forest Act;

THIS INDENTURE WITNESSES, in consideration of One dollar (\$1.00) and other good and valuable consideration paid by the Licensee to the Licensor (the receipt and sufficiency of which the Licensor acknowledges), the parties agree as follows:

1. Schedule "A" of the said Agreement be and it is hereby amended to include:

Northeast quarter and a portion of the southeast quarter of Section 30, Township 24, Range 19, W5M, Kootenay Land District, save and excepting thereout all that foreshore and land covered by water within the above described area and, all surveyed rights of way.

Area, more or less 73.500 ± ha

2. Schedule "B" of the said Agreement be and it is hereby amended to include the crown land within the Forest Licence A18978 chart area described in the attached Schedule and more particularly shown outlined in bold black on the attached sketch marked Exhibit "A" dated April 6, 1989.

3. The parties agree to add the following paragraph:

"14.10 The Licensee will on request provide to the Chief Forester or his designate, forest inventory information gathered by the Licensee in order to meet its obligation under paragraph 2.06(a) in such detail and format specified by the Chief Forester or his designate."

The parties hereto subject to the terms of this Indenture confirm in all other respects the said Agreement dated January 1, 1980.

This Indenture shall be binding upon the Minister and his successors in office and the Licensee, its successors and permitted assigns.

IN WITNESS TO THIS INDENTURE, it has been signed on behalf of the Crown and it has been executed by the Licensee.

SIGNED, SEALED AND)
DELIVERED by the)
HONOURABLE MINISTER)
OF FORESTS on)
behalf of the Crown,)
in the presence of:)

Bert Willing.....)
.....)

C. Richmond.....
Honourable Claude Richmond

THE COMMON SEAL of the)
Licensee was affixed in)
the presence of:)

R.H. Langin.....)
.....)
R.H. Langin, Comptroller

Stuart A. Lang
Stuart A. Lang, President

Dated at Victoria, British Columbia this 29 day
of January, 1991.

Instrument Number 15
To Tree Farm Licence 14
Schedule 'B'

All Crown lands not otherwise alienated within the following described area within Kootenay Land District:

Commencing at the northeast corner of Lot 7502, Kootenay Land District; thence north to the southerly boundary of Lot 10766; thence thence easterly, northerly, westerly and northerly along the southerly, easterly, northerly and easterly boundaries of said Lot 10766 to the second most easterly northeast corner thereof; thence north 1.930 kilometres, more or less, to the northeasterly boundary of the watershed of Spillimacheen River; thence in a general northwesterly direction along the northeasterly boundary of the watershed of said Spillimacheen River to the southeasterly boundary of Lot 15734, thence northeasterly and northwesterly along the southeasterly and north easterly boundaries of Lots 15734 and 14352 to the most northerly corner of said Lot 14352; thence southwesterly along the northwesterly boundary of said Lot 14352 to the most easterly corner of Lot 14351; thence northwesterly and southwesterly along the northeasterly and northwesterly boundaries of said Lot 14351 to the northeasterly boundary

of the watershed of aforesaid Spillimacheen River; thence in a general northwesterly direction along the northeasterly boundary of the watershed of said Spillimacheen River to a point 2.885 kilometres south and 1.760 kilometres west of the southwest corner of Section 23, Township 25, Range 21, W5M; thence north 40 degrees east to a point due south of the southwest corner of said Section 23; thence north to the southwest corner of said Section 23; thence northerly along the westerly boundary of said Section 23 to the northwest corner of the south half thereof; thence easterly along the northerly boundary of the south half of said Section 23 1.510 kilometres, more or less, to the natural boundary of swamp land along the Columbia River on the left bank thereof, said natural boundary of swamp land lying between the 795 metre and 799 metre contour lines; thence in a general southeasterly direction along the natural boundary of said swamp land along the Columbia River on the left bank thereof to the westerly boundary of Legal Subdivision 8 of Section 8, Township 25, Range 20, W5M; thence southerly and easterly along the westerly and southerly boundaries of said Legal Subdivision 8 of Section 8 to the natural boundary of aforesaid swamp land along the Columbia River on the left bank thereof; thence in a general southeasterly direction along the natural boundary of said swamp land along the

Columbia River on the left bank thereof to the westerly boundary of east half of Section 34, Township 24, Range 20, W5M; thence southerly along the westerly boundaries of the east half of said Section 34 and the northeast quarter of Section 27 to the southwest corner of the northeast quarter of said Section 27; thence easterly along the southerly boundaries of the northeast quarter of said Section 27 and the north half of Section 26 to the westerly boundary of Section 25; thence southerly along the westerly boundaries of said Section 25 and Section 24 to the southwest corner of the north half of the north half of said Section 24; thence easterly along the southerly boundary of north half of the north half of said Section 24 to the westerly boundary of Section 19, Township 24, Range 19, W5M; thence southerly along the westerly boundaries of Sections 19 and 18 to the southwest corner of said Section 18; thence easterly along the southerly boundaries of Sections 18 and 17 to the northwest corner of the northeast quarter of Section 8; thence southeasterly in a straight line to the southwest corner of the northwest quarter of Section 9; thence easterly and northerly along the southerly and easterly boundaries of the northwest quarter of said Section 9 to the natural boundary of aforesaid swamp land along the Columbia River on the left bank thereof; thence in a general southeasterly direction along the natural

boundary of said swamp land along the Columbia River on the left bank thereof to the northerly boundary of Lot 223; thence westerly and southerly along the northerly and westerly boundaries of Lots 223 and 11454 to the southwest corner of said Lot 11454; thence south 40 metres, more or less, to the natural boundary of aforesaid Spillimacheen River on the right bank thereof; thence in a general northeasterly direction along the natural boundary of said Spillimacheen River on the right bank thereof to the westerly boundary of aforesaid Lot 223; thence southerly and easterly along the westerly and southerly boundaries of Lots 223 and 9003 to the westerly boundary of Lot 3948; thence southerly along the westerly boundary of said Lot 3948 to the southwest corner thereof; thence south 1.820 kilometres, more or less to the natural boundary of Bugaboo Creek on the left bank thereof; thence in a general northwesterly, westerly and southwesterly direction along the natural boundary of said Bugaboo Creek on the left bank thereof to the confluence of the natural boundaries of said Bugaboo Creek on the left bank thereof and Driftwood Creek on the left bank thereof; thence in a general northwesterly direction along the natural boundary of said Driftwood Creek on the left bank thereof to a point 402 metres south and 402 metres east of the southwest corner of Lot 7413; thence north 402 metres, more or less, to the southerly

boundary of said Lot 7413; thence westerly along the southerly boundary of said Lot 7413 to the easterly boundary of Lot 7425; thence southerly along the easterly boundary of said Lot 7425 to the southeast corner thereof; thence south 141 metres, more or less, to the natural boundary of aforesaid Driftwood Creek on the left bank thereof; thence in a general northwesterly direction along the natural boundary of said Driftwood Creek on the left bank thereof to a point 220 metres south and 240 metres west of the northwest corner of Lot 9020; thence south 45 degrees west 1.920 kilometres, more or less, to the southwesterly boundary of the watershed of said Driftwood Creek; thence in a general northwesterly direction along the southwesterly boundary of the watershed of said Driftwood Creek to the westerly boundary of the watershed of an unnamed creek, said unnamed creek flowing northeasterly into said Driftwood Creek at a point 145 metres south and 715 metres east of the southwest corner of Section 5, Township 23, Range 19, W5M; thence in a general northeasterly direction along the westerly boundary of the watershed of said unnamed creek to a point 1.006 kilometres south and 805 metres west of the southwest corner of said Section 5; thence north 1.609 kilometres; thence east 805 metres, more or less, to the westerly boundary of said Section 5; thence northerly along the westerly boundary of

said Section 5 to the northwest corner thereof; thence easterly in a straight line to the northwest corner of aforesaid Lot 7502; thence easterly along the northerly boundary of said Lot 7502 to the northeast corner thereof, also being the point of commencement.

Save and excepting thereout all that foreshore and land covered by water within the above described area.

THIS INDENTURE WITNESSES, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by the Licensee to the Licensor (the receipt and sufficiency of which the Licensor acknowledges), the parties agree as follows:

1. Schedule "A" of the said Agreement be and it is hereby amended to include:

Northeast quarter and
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30 TOWNSHIP 24 RANGE 19 WEST OF
THE 5TH MERIDIAN KOOTENAY DISTRICT LYING TO THE SOUTH AND WEST OF THE RIGHT
OF WAY SHOWN ON PLAN 1155 EXCEPT THAT PORTION COVERED BY THE COLUMBIA RIVER,

save and excepting thereout all that foreshore
and land covered by water within the above described area
and, all surveyed rights of way.

Area, more or less 73.500 ± ha

2. Schedule "B" of the said Agreement be and it is hereby amended to include the crown land within the Forest Licence A18978 chart area described in the attached Schedule and more particularly shown outlined in bold black on the attached sketch marked Exhibit "A" dated April 6, 1989.

3. The parties agree to add the following paragraph:

"14.10 The Licensee will on request provide to the Chief Forester or his designate, forest inventory information gathered by the Licensee in order to meet its obligation under paragraph 2.06(a) in such detail and format specified by the Chief Forester or his designate."

The parties hereto subject to the terms of this Indenture confirm in all other respects the said Agreement dated January 1, 1980.

This Indenture shall be binding upon the Minister and his successors in office and the Licensee, its successors and permitted assigns.

INSTRUMENT 15
CE TEL 14

THIS INDENTURE WITNESSES, in consideration of the dollar (\$1.00) and other good and valuable consideration paid by the Licensee to the Licensor (the receipt and sufficiency of which the Licensor acknowledges), the parties agree as follows:

1. Schedule "A" of the said Agreement be and it is hereby amended to include:

~~the~~ Northeast quarter and

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30 TOWNSHIP 24 RANGE 19 WEST OF THE 5TH MERIDIAN KOOTENAY DISTRICT LYING TO THE SOUTH AND WEST OF THE RIGHT OF WAY SHOWN ON PLAN 1155 EXCEPT THAT PORTION COVERED BY THE COLUMBIA RIVER;

save and excepting thereout all that foreshore and land covered by water within the above described area and, all surveyed rights of way.

Area, more or less 73.500 ± ha

2. Schedule "B" of the said Agreement be and it is hereby amended to include the crown land within the Forest Licence A18978 chart area described in the attached Schedule and more particularly shown outlined in bold black on the attached sketch marked Exhibit "A" dated April 6, 1989.

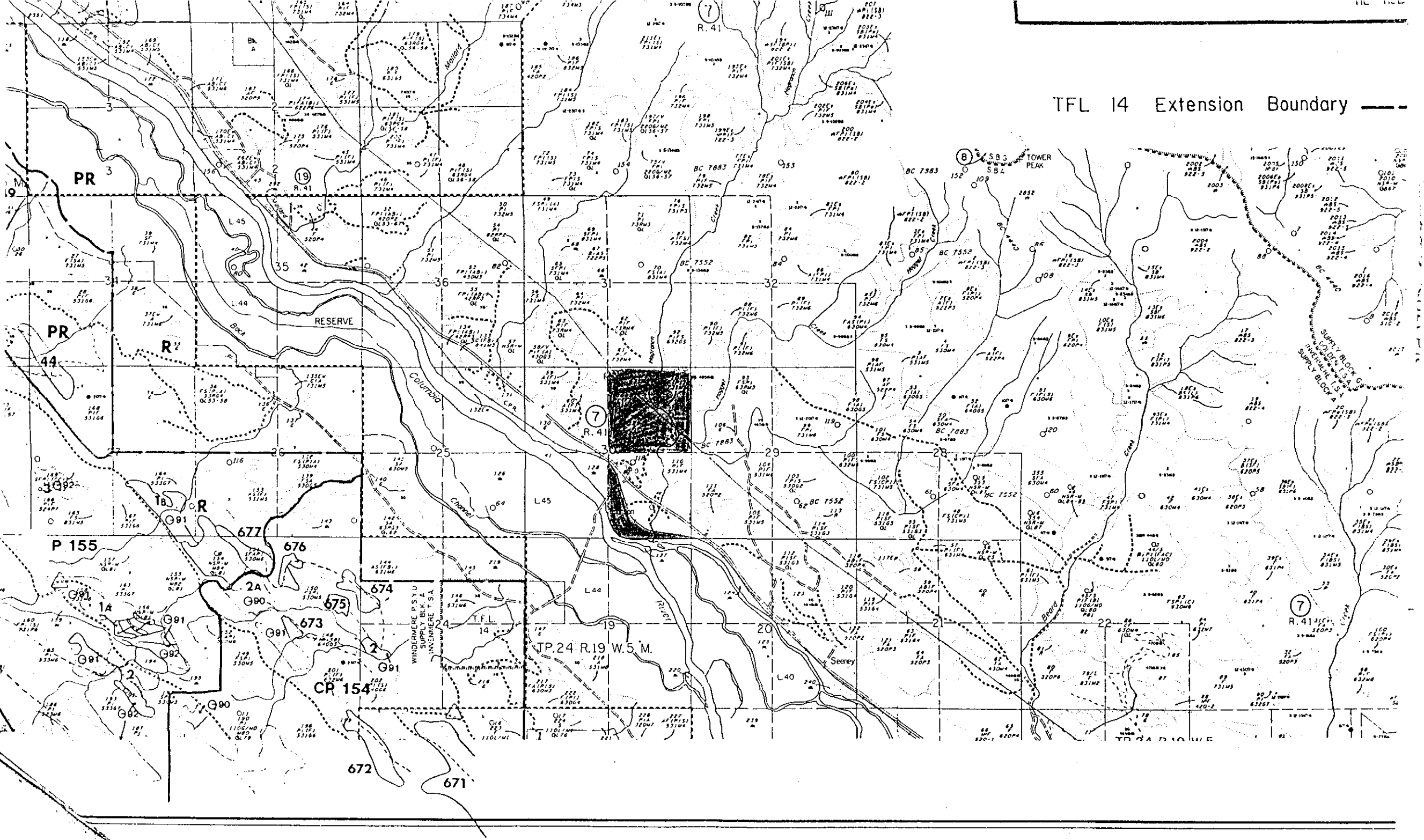
3. The parties agree to add the following paragraph:

"14.10 The Licensee will on request provide to the Chief Forester or his designate, forest inventory information gathered by the Licensee in order to meet its obligation under paragraph 2.06(a) in such detail and format specified by the Chief Forester or his designate."

The parties hereto subject to the terms of this Indenture confirm in all other respects the said Agreement dated January 1, 1980.

This Indenture shall be binding upon the Minister and his successors in office and the Licensee, its successors and permitted assigns.

TFL 14 Extension Boundary



PR 3

PR 44

(19)

(7)

(7)

(7)

677

676

675

674

673

672

671

2A

G90

G91

G92

G91

G90

G91

CR 154

TP. 24 R. 19 W. 5 M.

Seeray

TOWER PEAK

RESERVE

COLUMBIA

Channel

BRAND

L 45

L 44

L 43

L 42

L 41

L 40

L 39

L 38

L 37

L 36

L 35

L 34

L 33

L 32

L 31

L 30

L 29

L 28

L 27

L 26

L 25

L 24

L 23

L 22

L 21

L 20

L 19

L 18

26

25

24

23

22

21

20

19

18

17

16

15

14

13

12

11

10

9

8

7

6

5

4

3

2

1

3

2

1

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

1700

1600

1500

1400

1300

1200

1100

1000

900

800

700

600

500

400

300

200

100

0

0

0

0

0

0

0

0

0

0

0

1100

1000

900

800

700

600

500

400

300

200

100

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

1700

1600

1500

1400

1300

1200

1100

1000

900

800

700

600

500

400

300

200

100

0

0

0

0

0

0

0

0

0

0

0

1700

1600

1500

1400

1300

1200

1100

1000

900

800

700

600

500

400

300

200

100

0

0

0

0

0

0

0

0

0

0

0

1700

1600

1500

1400

1300

1200

1100

1000

900

800

700

600

500

400

300

200

100

0

0

0

0

0

0

0

0

0

0

0

1700

1600

1500

1400

1300

1200

1100

1000

900

800

700

600

500

400

300

200

100

0

0

0

0

0

0

0

0

0

0

0

1700

1600

1500

1400

1300

1200

1100

1000

900

800

700

600

500

400

300

200

100

0

0

0

0

0

0

0

0

0

0

0

1700

1600

1500

1400

1300

1200

1100

1000

900

800

700

600

500

400

300

200

100

0

0

0

0

0

0

0

0

0

0

0

1700

1600

1500

1400

1300

1200

1100

1000

900

800

700

