

GOF

PROVINCE OF BRITISH COLUMBIA

Department of Lands, Forests, and Water Resources

FOREST SERVICE

IN THE MATTER OF TREE FARM LICENCE NUMBER 18

AMENDMENT NUMBER 5

THIS AGREEMENT made in duplicate this^{25th}..... 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

CLEARWATER TIMBER PRODUCTS LIMITED, an Extra-
Provincial Corporation duly registered under the
laws of the Province of British Columbia, and
having its registered office in the City of
Edmonton, in the Province of Alberta,

hereinafter called "the Licensee",

OF THE OTHER PART.

WHEREAS by an Indenture dated the 2nd day of November 1954, the
Licensor did grant unto the Licensee a Tree Farm Licence which is known
and referred to as the "Clearwater Tree Farm Licence" and is numbered eighteen
(18) on the Forest Service register of Tree Farm Licences and on the official
atlas maps of the Department of Lands, Forests, and Water Resources;

AND WHEREAS the parties hereto have mutually agreed to amend the
said Indenture 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 30 of the said Tree Farm Licence, is hereby mutually amended by the parties hereto by deleting the present Clause 30 and inserting in its stead the following Clause 30;

"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 2nd day of November 1954, and amendments thereto to the date hereof.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective successors and the permitted assigns of the licensee.

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. Lewis Chelms
Witness

Ray Williston
Minister of Lands, Forests, and Water Resources

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

P. J. Anderson
