

PROVINCE OF BRITISH COLUMBIA

Ministry of Forests

IN THE MATTER OF TREE FARM LICENCE NUMBER 25

INSTRUMENT NUMBER 56

Amendment

THIS AGREEMENT is made effective the 10th day of April 1996.

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 25 to account for certain exchanges of land in TFL 25, for the creation of the Juan de Fuca Marine Park Trail.

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 25" means Tree Farm Licence Number 25 made between the Licensor and the Licensee as of May 21, 1989.

ARTICLE II

AMENDMENT OF SCHEDULE "A" OF TFL 25

- 2.01 The lands described in Appendix I of this Agreement are herewith withdrawn from the lands described in Schedule "A" of TFL 25;
- 2.02 The lands described in Appendix II of this Agreement are herewith incorporated into Schedule "A" of TFL 25 and the said lands so incorporated are and shall be henceforth part of and subject to TFL 25.

ARTICLE III

AMENDMENT OF SCHEDULE "B" OF TFL 25

- 3.01 The lands described in Appendix III of this Agreement are herewith withdrawn from the lands described in Schedule "B" of TFL 25.

ARTICLE IV

INTERPRETATION

4.01 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.

4.02 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.

4.03 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.

4.04 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.

4.05 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.

4.06 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.

4.07 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 no constitute a waiver by such party of any of its rights against the other party.

4.08 Governing Law

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

IN WITNESS WHEREOF the parties have executed this Agreement as of the 10th day of April 1996.

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:)





Minister of Forests

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

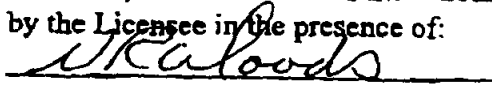
Authorized Signatory)

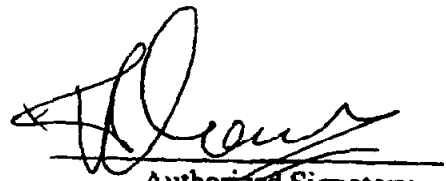
C/S

Authorized Signatory)
_____)

(OR)

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





Authorized Signatory
PRESIDENT

Title

APPENDIX I

Deletion of Schedule "A" Lands From TFL 25

<u>Description of Land</u>	<u>Land District</u>	<u>Hectares ±</u>
District Lot 113, except a 20.12 metres (1 chain) strip, measured from the high water mark and save and except thereout West Coast Road (Highway No. 14) right-of-way	Renfrew	50.588
District Lot 114, except a 20.12 metres (1 chain) strip, measured from the high water mark and save and except thereout West Coast Road (Highway No. 14) right-of-way	Renfrew	89.843
Section 10, except Lot 1, Plan 16029, and save and except thereout West Coast Road (Highway No. 14) right-of-way	Renfrew	68.678
District Lot 189, except Parcel "A" that part in Plan 15632	Renfrew	114.457
Lot A of District Lots 564 and 565, as shown on plan surveyed by Richard Mortimer, B.C.L.S. on 29th of March 1996	Renfrew	70.600
Lot A of District Lots 566 and 567, as shown on plan surveyed by Richard Mortimer, B.C.L.S. on 29th of March 1996	Renfrew	34.700
Lot A of District Lots 568, 569, 570, as shown on plan surveyed by Michael J. McIlvaney, B.C.L.S. on 30th of September 1994	Renfrew	<u>57.500</u>
	TOTAL HECTARES	<u>486.366 ±</u>

APPENDIX II

Additions to Schedule "A" Lands From TFL 25

<u>Description of Land</u>	<u>Land District</u>	<u>Hectares ±</u>
Section 84	Renfrew	54.634
Lot 175	Renfrew	66.370
Lot 177	Renfrew	32.659
Lot 920	Renfrew	35.400
Lot 921	Renfrew	<u>523.000</u>
	TOTAL HECTARES	<u>712.063 ±</u>

APPENDIX III

Areas 1 - 5

Deletion of Schedule "B" Lands From TFL 25

Lying Within the Renfrew Land District

AREA 1

<u>Description of Lands</u>	<u>Hectares ±</u>
Commencing at the southeast corner of District Lot 189, being a point on the natural boundary of Juan de Fuca Strait, on the northeasterly shore thereof;	209.520
thence northerly along the easterly boundary of said lot to a point thereon, said point being parallel to and 150 metres perpendicularly distant from said natural boundary;	
thence in a general southeasterly direction along a line drawn parallel to and 150 metres perpendicularly distant from said natural boundary to a point thereon, said point being 300 metres north of the northerly boundary of District Lot 446;	
thence due east to a point, said point being parallel to and 75 metres perpendicularly distant from the natural boundary of Loss Creek, on the right bank thereof;	
thence in a general northeasterly direction along a line drawn parallel to and 75 metres perpendicularly distant from said natural boundary to the easterly boundary of District Lot 563 and being a point on the westerly boundary of Loss Creek Provincial Park;	
thence southerly along said easterly boundary to a point, said point being parallel to and 75 metres perpendicularly distant from the natural boundary of Loss Creek, on the left bank thereof;	
thence in a general southwesterly direction along a line parallel to and 75 metres perpendicularly distant from said natural boundary to the intersection with the easterly boundary of District Lot 446;	

AREA 1 (con't)

Description of Lands

thence southerly along said easterly boundary to a point thereon, said point being parallel to and 75 metres perpendicularly distant from the natural boundary of Loss Creek, on the left bank thereof;

thence in a general southeasterly direction along a line drawn parallel to and 75 metres perpendicularly distant from said natural boundary to a point thereon, said point being parallel to and 150 metres perpendicularly distant from the natural boundary of Juan de Fuca Strait, on the northeasterly shore thereof and being due north 165 metres and due east 40 metres, more or less, from the northwest corner of District Lot 447;

thence southeasterly along a line drawn parallel to and 150 metres perpendicularly distant from said natural boundary to the westerly boundary of District Lot 564;

thence southerly along said westerly boundary to the natural boundary of Juan de Fuca Strait, on the northeasterly shore thereof;

thence in a general northwesterly direction along said natural boundary to the southeast corner of District Lot 189, being the point of commencement.

AREA 2

Description of Lands

Hectares ±

Commencing at the point of intersection of the natural boundary of Lines Creek, on the left bank thereof, and the northerly boundary of District Lot 564;

8.630

thence northeasterly along said natural boundary to the intersection with the southerly boundary of the right-of-way of the West Coast Road, being Highway No. 14;

thence northwesterly along said southerly boundary a distance of 100 metres, more or less, to the intersection with the natural boundary of an unnamed creek, on the left bank thereof, flowing southwesterly into Juan de Fuca Strait;

thence southwesterly along said natural boundary to the intersection with the easterly boundary of District Lot 564;

AREA 2 (con't)

Description of Lands

thence southerly and easterly along the easterly and northerly boundaries of said lot to the intersection of the natural boundary of Lines Creek, on the left bank thereof, being the point of commencement.

AREA 3

Description of Land

Hectares ±

Commencing at the northwest corner of District Lot 567, and being a point on the easterly boundary of District Lot 566;

1.350

thence northerly along said easterly boundary to a point, said point being parallel to and 150 metres perpendicularly distant from the natural boundary of Juan de Fuca Strait, on the northeasterly shore thereof;

thence southeasterly along a line drawn parallel to and 150 metres perpendicularly distant from the natural said natural boundary to the intersection with the northerly boundary of District Lot 567;

thence westerly along said northerly boundary to the northwest corner thereof, being the point of commencement.

AREA 4

Description of Land

Hectares ±

Commencing at the southeast corner of District Lot 567, and being a point on the natural boundary of Juan de Fuca Strait, on the northeasterly shore thereof;

7.480

thence northerly along the easterly boundary of said lot to a point thereon, said point being parallel to and 150 metres perpendicularly distant from said natural boundary of Juan de Fuca Strait;

thence southeasterly along a line drawn parallel to and 150 metres perpendicularly distant from said natural boundary to the intersection with the northerly boundary of Lot "A" of District Lots 568, 569 and 570, as shown on plan surveyed by Michael J. McIlvaney, B.C.L.S., on the 30th of September of 1994;

AREA 4 (con't)

Description of Land

thence westerly and southerly along the northerly and westerly boundaries of said Lot "A" to the natural boundary of Juan de Fuca Strait;

thence northwesterly along said natural boundary to the southeast corner of District Lot 567, being the point of commencement;

AREA 5

Description of Land

Hectares ±

Commencing at the northwest corner of District Lot 113, and being a point on the easterly boundary of District Lot 570;

2.890

thence northerly along the easterly boundary of District Lot 570, to a point thereon, said point being parallel to and 150 metres perpendicularly distant from the natural boundary of Juan de Fuca Strait, on the northeasterly shore thereof;

thence southeasterly along a line drawn parallel to and 150 metres perpendicularly distant from said natural boundary to the intersection with the northerly boundary of District Lot 113;

thence westerly along said northerly boundary to the northwest corner thereof, being the point of commencement.

TOTAL HECTARES

229.870 ±

MAP OF:

INSTRUMENT No.56 TO TREE FARM LICENCE No. 25

Date 96-04-01

Drawn by TAG

Revised by Date

FOREST REGION: **Vancouver**

DISTRICT: **Duncan**

LAND DISTRICT: **Renfrew**

SHOWN AS A
BOLD SOLID LINE:

U.T.M. Zone East: North: Grid 10 430500 5362500

Reg Compt. L Planning Cell 6 1 A

NAD 27 X 83

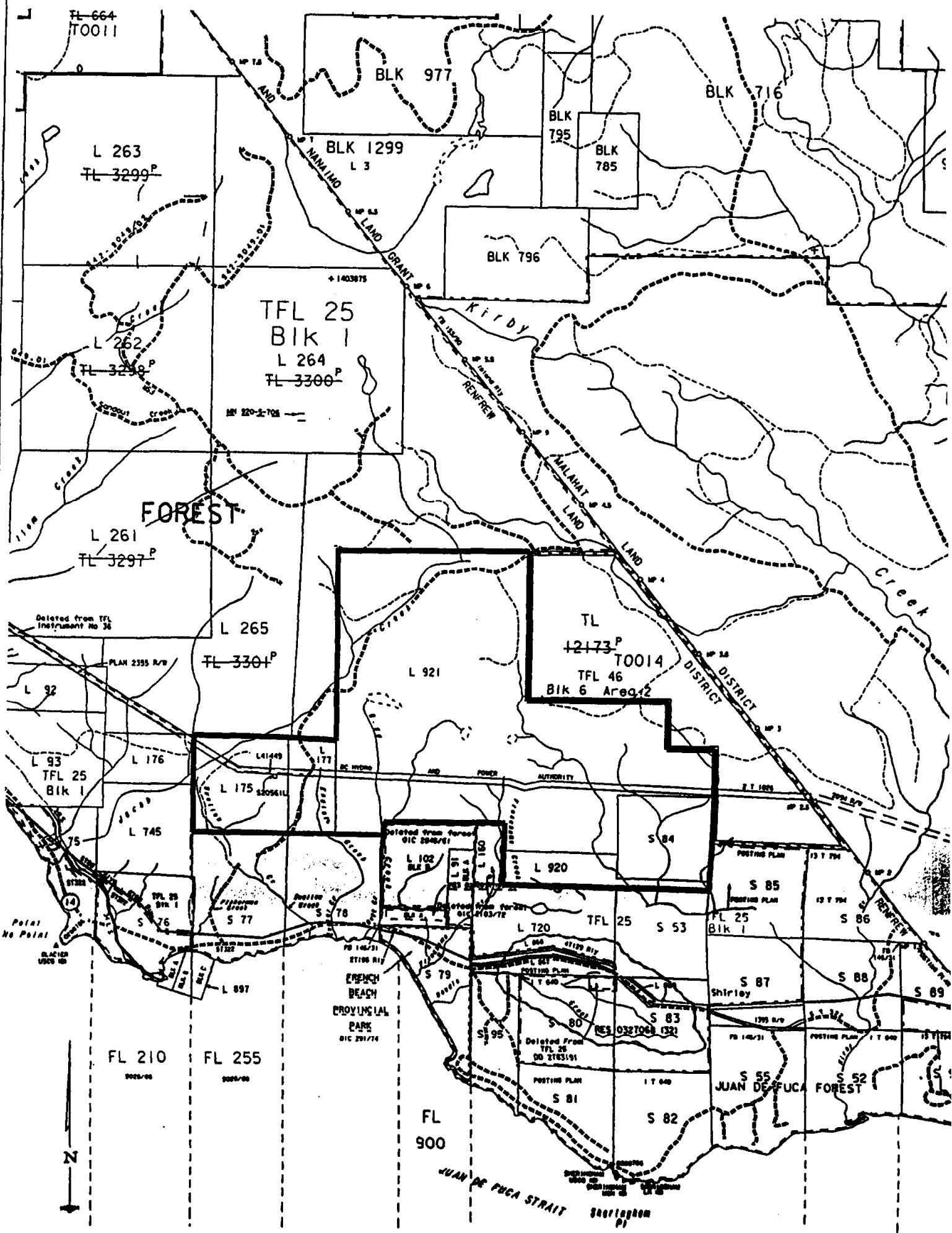
MANAGEMENT UNIT
Type T
Number 25

TIMBER SUPPLY AREA
Number Arrowsmith
Block
Sub-B

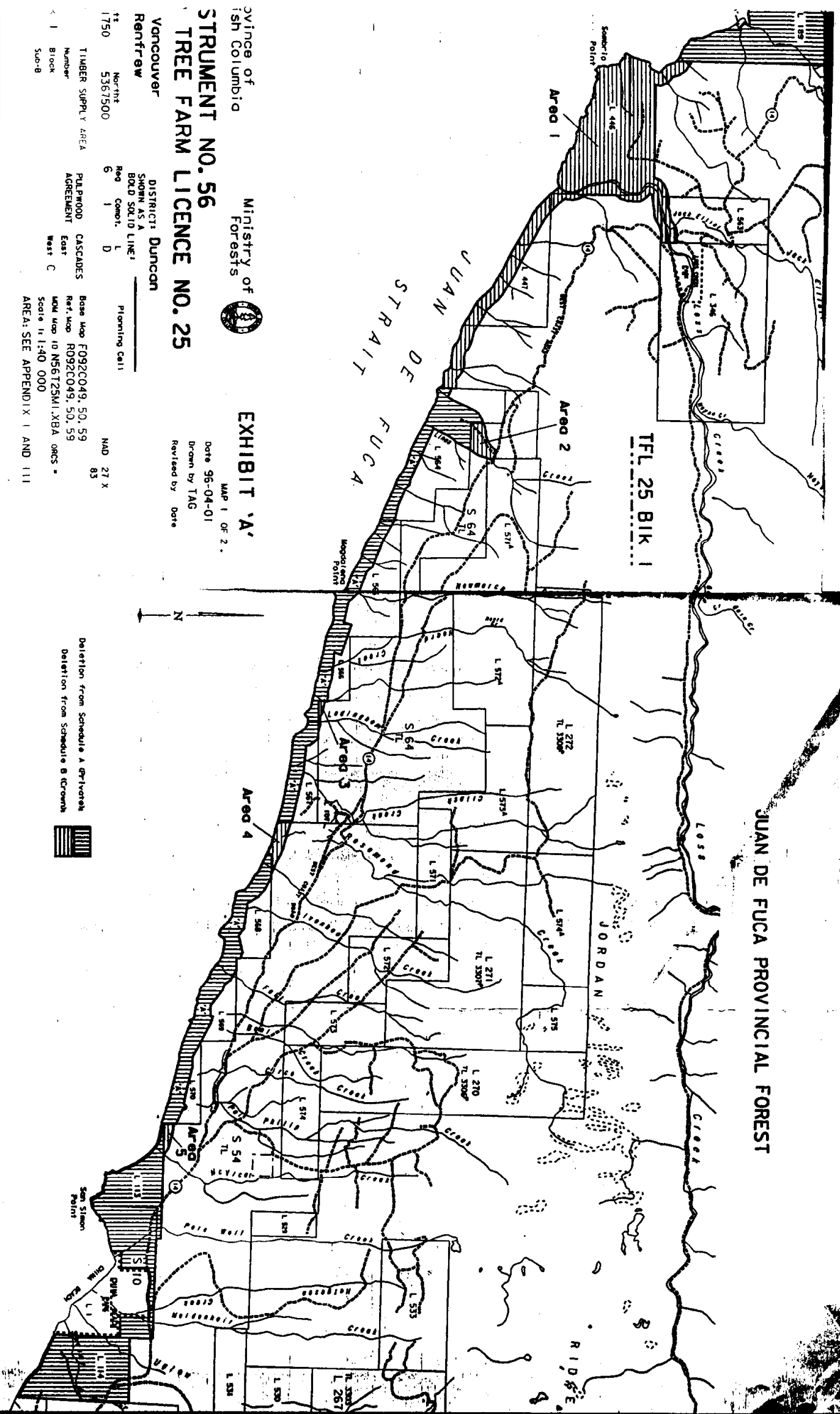
PULPWOOD
AGREEMENT
East
West C

Base Map 092B031,041
Ref. Map 092B031,041
ODM Map ID N56T25M2.XBA orcs
Scale 1:40 000

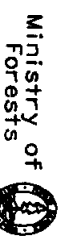
Area SEE APPENDIX 11



JUAN DE FUCA PROVINCIAL FOREST



Province of British Columbia



Ministry of Forests
EXHIBIT 'A'
MAP 1 OF 2.

STRUMENT NO. 56
TREE FARM LICENCE NO. 25

Vancouver
Renfrew
1750

DISTRICT: Duncan
SHOWN AS A BOLD SOLID LINE!
Reo Compt. 1 D

Planting Call
NAD 27 X 85

TIMBER SUPPLY AREA
Number
Block
Sub-B

PULPMOOD CASCADERS
AGREEMENT East
West C
Base Map F092C049, 50, 59
Ref. Map R092C049, 50, 59
MOM Map ID N56125M1.XBA ORCS -
Scale 1:140 000
AREA: SEE APPENDIX I AND III

Deletion from Schedule A (Pivots)
Deletion from Schedule B (Crown)

