

201

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

IN THE MATTER OF TREE FARM LICENCE NUMBER 35  
AMENDMENT NUMBER 6

THIS AGREEMENT made in duplicate this . . . . . *2nd* . . . . . day of  
. . . . . *APRIL* . . . . . 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

B.C. INTERIOR SAWMILLS LTD., a corporation duly  
incorporated under the laws of British Columbia,  
and having its registered office in the City of  
Kamloops in the said Province,

hereinafter called "the Licensee"

OF THE OTHER PART.

WHEREAS by an Agreement dated the 8th day of September 1959 the  
Licensor did grant unto the Licensee a Tree Farm Licence which is referred to  
as the "Jamieson Creek Tree Farm Licence" and is numbered thirty-five (35) in  
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  
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 31 of the said Tree Farm Licence, is hereby mutually amended by the parties hereto by deleting the present Clause 31 and inserting in its stead the following Clause 31;

"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) SUBJECT TO the terms of this Agreement the parties hereto confirm the said Agreement dated the 8th day of September 1959 in all other respects.

THIS AGREEMENT shall be binding upon the Licensor and his successors in office, and upon the Licensee, its successors and assigns.

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 Chalkin  
Witness

Ray McCreesh  
Minister of Lands, Forests, and Water Resources

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

Karl K. Lunderberger  
David B. [unclear]  
Vice President  
[unclear]  
President