

COPY

PROVINCE OF BRITISH COLUMBIA

Ministry of Forests

IN THE MATTER OF TREE FARM LICENCE NUMBER 35

INSTRUMENT NUMBER 9

Amendment

THIS AGREEMENT is dated the 1st day of APRIL, 1993.

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")

AND:

WEYERHAEUSER CANADA LIMITED
Box 800
Kamloops, British Columbia
V2C 5M7

(the "Licensee")

WHEREAS:

- A. The Licensor and Licensee have entered into Tree Farm Licence Number 35, dated September 8, 1980, pursuant to Section 33 of the *Forest Amendment Act, 1988*.

Section 33 of the *Forest Amendment Act, 1988*, reduced the allowable annual cut available under the licence from Schedule "B" Land by 2 1/2 percent, effective January 1, 1988 and a further 2 1/2 percent, effective January 1, 1989.

- B. This Agreement, as required by Section 33 of the *Forest Amendment Act, 1988*, evidences the reduction which was made in the allowable annual cut available under the licence from Schedule "B" Land, effective January 1, 1988 and January 1, 1989, respectively.
- C. The deletion of the land within the boundaries set out in this Agreement would result in a reduction in the allowable annual cut available under the Licence from Schedule "B" Land equal to the 5 percent reduction implemented, pursuant to Section 33 of the *Forest Amendment Act, 1988*.
- D. The timber within the boundaries set out in this Agreement is representative of the kind and quality of timber found on the land subject to the Licence.
- E. Under Section 33.1 of the *Forest Act*, the Licensor may, with the consent of the Licensee, delete part of the licence area from Tree Farm Licence Number 35.

THE PARTIES AGREE AS FOLLOWS:

1. Pursuant to Section 33.1 of the *Forest Act*, Tree Farm Licence Number 35, dated September 8, 1980 (the "Licence") is amended by deleting from the Schedule "B" Land, the land (the "Deleted Land") within the boundaries described on the attached Schedule I and as outlined in bold black on the attached Exhibit "A".
2. All other terms and conditions of the Licence remain in full force, except as specifically provided in this Agreement.
3. Any cutting permits issued to the Licensee with respect to the Deleted Land are hereby cancelled.
4. Any outstanding silviculture obligations of the Licensee with respect to the Deleted Land, whether these obligations arose under the Licence or under the *Forest Act*, remain in full force and are in no way affected by the deletion of the Deleted Land from the Schedule "B" Land.
5. The Licensee will permit every person entitled to access to the Deleted Land to use any road owned by the Licensee which provides access to the Deleted Land, and where such use relates to forest harvesting on or other industrial use of the Deleted Land, the Licensee will not require any payment in respect of such use other than a reasonable payment in respect of the actual maintenance costs of the road.

- 6. The parties hereby confirm that the allowable annual cut available under the Licence from Schedule "B" Land was reduced by 2 1/2 percent, effective January 1, 1988 and by a further 2 1/2 percent, effective January 1, 1989.
- 7. Subject to Paragraph 8, the Licensor will make no further reduction in the allowable annual cut available under the Licence from Schedule "B" Land by reason only of the deletion of the Deleted Land.
- 8. Nothing in this Agreement in any way affects any right or duty the Licensor may have under the Licence or the *Forest Act* to reduce the allowable annual cut available under the Licence from Schedule "B" Land for any reason other than the deletion of the Deleted Land.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

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)
 _____)
 Authorized Signatory)
 _____)

C/S

(OR)

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

 Authorized Signatory

 Title

SCHEDULE I

INSTRUMENT NUMBER 9

DELETION FROM TREE FARM LICENCE NUMBER 35

"Commencing at a point on the natural boundary of Jamieson Creek on the left bank thereof, said point being 737 metres north and 1.888 kilometres west of the northwest corner of the northeast quarter of Section 14, Township 23, Range 17, West of the Sixth Meridian, Kamloops Division of Yale Land District; thence north 30 degrees east 160 metres; thence north 60 degrees east 250 metres; thence north 88 degrees east 420 metres; thence south 84 degrees east 430 metres; thence south 58 degrees east 170 metres; thence south 28 degrees east 150 metres; thence east 530 metres, more or less, to a point due north of the northwest corner of the northeast quarter of aforesaid Section 14; thence south to the northwest corner of the northeast quarter of said Section 14; thence easterly along the northerly boundary of said Section 14 to the northwest corner of Section 13; thence southerly along the westerly boundaries of Sections 13, 12 and 1 to the northerly boundary of Section 35, Township 22, Range 17, West of the Sixth Meridian; thence westerly along the northerly boundaries of Sections 35 and 34 to the northwest corner of the northeast quarter of said Section 34; thence southerly along the westerly boundary of the east half of said Section 34 to the northeast corner of the northwest quarter of Section 27; thence westerly and

southerly along the northerly and westerly boundaries of said Section 27 to the northerly boundary of Lot 2125; thence westerly along the northerly boundary of said Lot 2125 to the most northerly corner thereof; thence southerly along the westerly boundaries of Lots 2125 and 833 and the southerly prolongation of the westerly boundary of said Lot 833 to the northerly boundary of Section 21; thence westerly along the northerly boundary of said Section 21 to the natural boundary of aforesaid Jamieson Creek on the left bank thereof; thence in a general northerly direction along the natural boundary of said Jamieson Creek on the left bank thereof to the point of commencement."



Province of British Columbia
Ministry of Forests

OF: **Inst.No.9 To Tree Farm Licence 35**

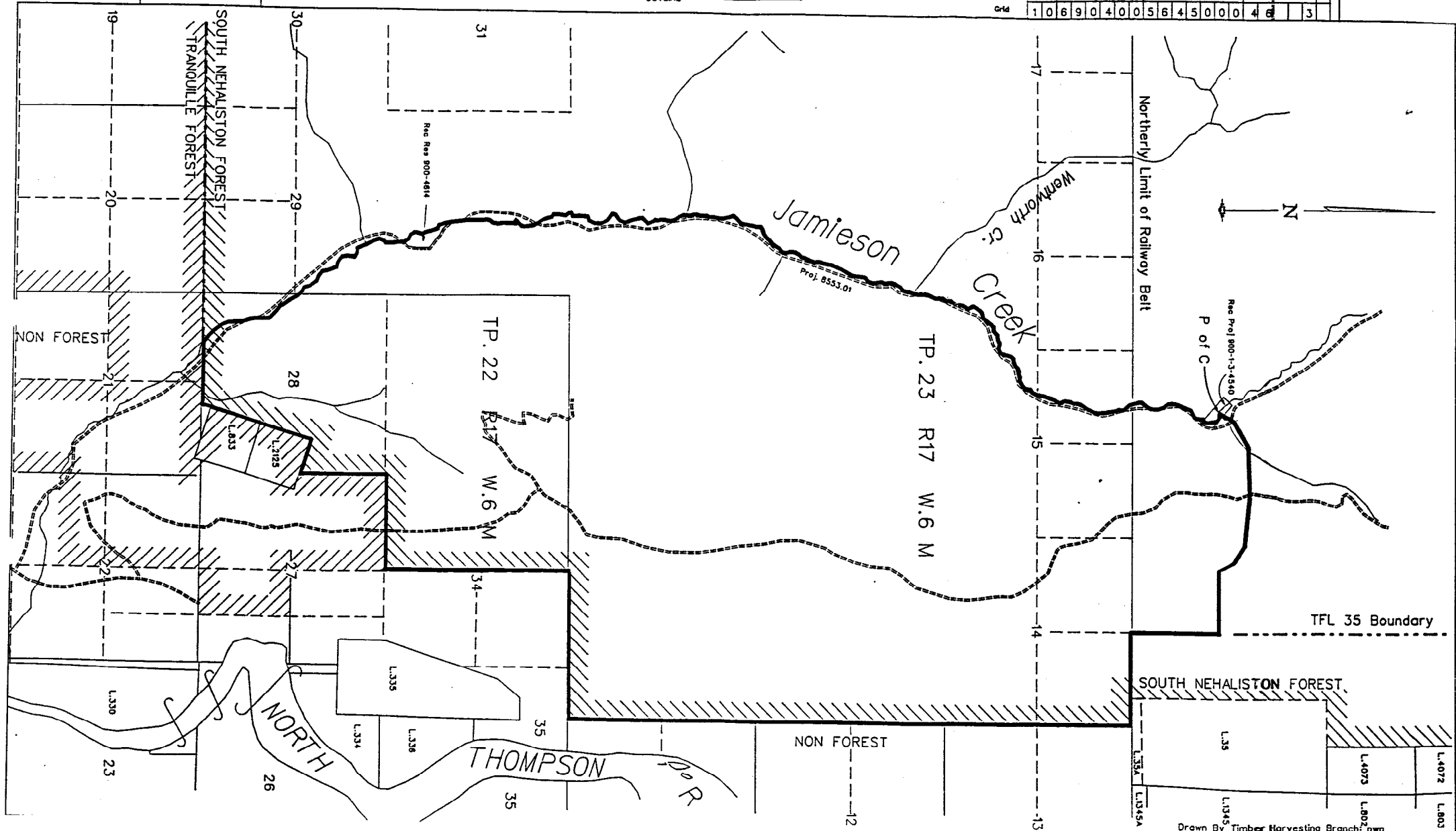
MANAGEMENT UNIT		TIMBER SUPPLY AREA		PULPWOOD AGREEMENT		CASCADES	
Type	TFL	Number				East	
Number	35	Block				West	
Block		Sub-B					

EXHIBIT 'A'
Date 91-01-23
Ref. Map 92I/16W
Base 92I/16W
Scale 1:31 680
Area 2653 ha. (Total) =

FOREST REGION : 03 KAMLOOPS
DISTRICT : 32 KAMLOOPS

LAND DISTRICT : 26 KOYO
OUTLINE :

U.T.M. Zone	East	North	Reg	Compt.	L
Grid	10690400	5645000	46	3	



Drawn By Timber Harvesting Branch own