

PROVINCE OF BRITISH COLUMBIA

Department of Lands, Forests, and Water Resources

FOREST SERVICE

IN THE MATTER OF TREE FARM LICENCE NUMBER 38

AMENDMENT NO. 3

THIS AGREEMENT made in duplicate this^{28th} day of
.....^{February}..... in the year of Our Lord One Thousand Nine Hundred
and Sixty-seven

BETWEEN

THE HONOURABLE THE MINISTER OF LANDS, FORESTS, AND WATER RESOURCES,
of the Province of British Columbia, who with his successors in
office is

hereinafter called "the Minister"

OF THE ONE PART,

AND

EMPIRE MILLS LIMITED, a corporation duly incorporated under the
laws of the Province of British Columbia and having its registered
office in the City of Vancouver in the said Province,

hereinafter called "the Licensee",

OF THE OTHER PART.

WHEREAS by an Agreement dated the second day of June in the year of
Our Lord One Thousand Nine Hundred and Sixty-one, made between the parties
hereto the Minister did grant unto the Licensee the management of certain Crown
lands therein described subject to the terms and conditions set forth in the
said Agreement and which said Agreement is known and referred to as the
Squamish Tree Farm Licence and is numbered 38 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 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 Minister, the receipt whereof is hereby acknow-
ledged, the parties hereto agree as follows:

(1) THAT the following Clause 11A be added to the said Indenture dated 2nd day of June 1961;

11A "Notwithstanding the provisions contained in clauses 9, 10 and 11 if in the opinion of the Minister it is not necessary to withdraw lands for such other purposes then the Minister may in his discretion not withdraw such lands but may grant the use of such lands for the said purposes; provided however that before making such grant of use the Minister notifies the Licensee of the application for the proposed use and in the event the Licensee does not within 30 days object to the same the Minister may make the grant of use. In the event the Licensee objects to the making of such a grant the Minister may enter into an agreement with the Licensee in respect of such use and in the event no agreement is made within 30 days after the objection the Minister may grant the use of such lands subject to such terms and conditions as he deems advisable."

(2) THAT clause numbered 46 in the above-mentioned Agreement dated the 2nd day of June 1961 be stricken out and replaced by the clause set forth below which shall be clause 46 and be of the same force and effect as if such clause had been originally incorporated in the said Agreement in the place and stead of the said clause 46.

The following is the replacing clause:

46. If the Licensee shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the Minister may cancel this Agreement and any or all monies on deposit may be declared by the Minister to be payable to the Crown for damages. Provided, however, that this clause shall not become effective until the Minister has given written notice to any and all Trustees for the holders of bonds, debentures or other securities of the Licensee of which he has notice of his intention to cancel this Agreement and has given such Trustee or Trustees reasonable time to exercise for the holders of bonds, debentures or other securities of the Licensee, or such holders themselves reasonable time to exercise, any rights or remedies contained in any Deed of Trust and Mortgage or other Agreement under which such bonds, debentures or other securities are issued or secured, including without restricting the generality of the foregoing, the taking of possession by any such Trustee of the Licensee's properties and assets and the operation or disposition thereof for the benefit of the holders of the Licensee's bonds, debentures or other securities.

(3) THAT clause numbered 48 in the above-mentioned Agreement dated the 2nd day of June 1961 be stricken out and replaced by the clause set forth below which shall be clause 48 and be of the same force and effect as if such clause had been originally incorporated in the said Agreement in the place and stead of the said clause 48.

The following is the replacing clause:

48. Without the written consent of the Minister first having been obtained, this Tree Farm Licence shall not be sold or transferred by the Licensee within ten years immediately subsequent to the issuance of this Tree Farm Licence and the control of the Tree Farm Licence shall not be transferred in any manner whatsoever to any person or persons, firm or firms, corporation or corporations. Provided that nothing hereinbefore contained in this Clause 48 or in Clause 15 shall apply to any sale, assignment or transfer made to

- (a) a trustee for the holders of bonds, debentures and other securities of the Licensee or a mortgagee of the Licensee; and
- (b) a person, firm or corporation upon the sale or other disposition by or on behalf of such trustee or mortgagee aforesaid or other person realizing upon or enforcing any security for the benefit of the holders of such bonds, debentures or other securities of the Licensee or any mortgagee of the Licensee; and

the Minister insofar as is necessary to give effect to (a) and (b) above hereby consents pursuant to Section 36 (22) of the Forest Act to any such sale, assignment or transfer.

(4) SUBJECT TO the terms of this Agreement the parties hereto confirm the said Agreement dated the 2nd day of June 1961 in all other respects.

(5) THIS AGREEMENT shall be binding upon the Minister and his successors in office, and upon the Licensee, its successors and assigns.

IN WITNESS WHEREOF the Minister 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. H. Challen
Witness

Ray Winston
Minister of Lands, Forests, and Water Resources

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

[Signature]
President

[Signature]
Asst. Treasurer