

PROVINCE OF BRITISH COLUMBIA

Ministry of Forests

IN THE MATTER OF TREE FARM LICENCE 39

INSTRUMENT NUMBER 160

Amendment

THIS AGREEMENT is dated the 26th day of September, 2000.

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:

WEYERHAEUSER COMPANY LIMITED (Reg. No. A~~50607~~⁵¹⁹⁵⁵)
2nd Floor, 925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Province, as represented by the Minister of Environment, Lands and Parks, and the Licensee entered into an exchange agreement dated the 2nd day of September 1998 (the "Land Exchange Agreement"); and
- B. Pursuant to the Land Exchange Agreement, and Section 39(1)(e) of the *Forest Act*, the Licensee now agrees to amend TFL 39 to account for a deletion of land from TFL 39.

THEREFORE:

Pursuant to the *Forest Act*, the parties hereto agree as follows:

ARTICLE I**DEFINITIONS**

1.01 In this Agreement and the recitals, "TFL 39" means Tree Farm Licence Number 39 made between the Licensor and the Licensee as of March 1, 1995.

ARTICLE II**AMENDMENT OF SCHEDULE "A" OF TFL 39**

2.01 The land described in Appendix I of this Agreement is hereby deleted from the lands described in Schedule "A" of TFL 39.

ARTICLE III**INTERPRETATION****3.01 Statutes**

A reference to a statute in this Agreement is a reference to 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.

3.02 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.

3.03 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.

3.04 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.

3.05 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.

3.06 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.

3.07 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.

3.08 Governing Law

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

This Agreement has been executed by the Licensor and Licensee on the day and year first written above.

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:)

Brian Giles)
(BRIAN GILES))
- STAFF.)

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

Alex R. Smith)
Authorized Signatory)
Paul [Signature])
Authorized Signatory)
_____)

[Signature]
Minister of Forests

C/S

APPENDIX I

Lot 1, Section 33, Township 6, Sayward District, Plan VIP 71383

PID 024-861-791