

**PROVINCE OF BRITISH COLUMBIA**

**Ministry of Forests**

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**IN THE MATTER OF TREE FARM LICENCE 46**

**INSTRUMENT NUMBER 20**

**Amendment**

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THIS AGREEMENT is dated the 1st day of January, 1999.

**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:**               **TFL FOREST LTD.**  
Suite 2300, 1055 West Georgia Street  
P.O. Box 11101  
Vancouver, British Columbia  
V6E 3P3

(the "Licensee")                       **OF THE SECOND PART**

**WHEREAS:**

- A. The Province, as represented by the Ministers of Forests and Environment, Lands and Parks, and the Licensee entered into an exchange agreement dated the 18th day of December, 1998 (the "Land Exchange Agreement"); and
- B. Pursuant to the Land Exchange Agreement, and Sections 39(1)(e) of the *Forest Act*, the Licensee now agrees to amend TFL 46 to account for certain deletions of land from TFL 46.
- C. Therefore, pursuant to the *Forest Act*, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

1.01 In this Agreement and the recitals:

- (a) "TFL 46" means Tree Farm Licence Number 46 made between the Licensor and the Licensee as of July 1, 1997.

## ARTICLE II

### AMENDMENT OF SCHEDULE "A" OF TFL 46

2.01 The lands described in Appendix I of this Agreement are hereby deleted from the lands described in Schedule "A" of TFL 46.

## ARTICLE III

### AMENDMENT OF SCHEDULE "B" OF TFL 46

3.01 The land described in Appendix II of this Agreement is hereby deleted from the lands described in Schedule "B" of TFL 46.

## ARTICLE IV

### INTERPRETATION

4.01 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.

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.

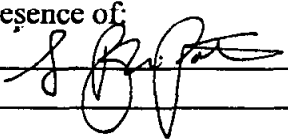
#### 4.07 No Waiver

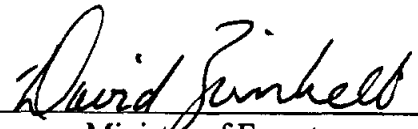
No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure 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 not constitute a waiver by such party of any of its rights against the other party.

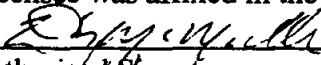
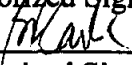
#### 4.08 Governing Law

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

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: )  
 )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

  
\_\_\_\_\_ )  
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 )

## APPENDIX I

### Deletion of Schedule "A" Lands from Block 1 of Tree Farm Licence 46

#### BLOCK 1

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
Block 191	Malahat	2818.518	EH65806	009-368-957
Block 758	Malahat	4.856	EH65805	009-368-353
Block 818	Malahat	195.059	EH65804	009-374-370
Block 868	Malahat	10.117	EH65803	009-374-264
Block 869	Malahat	5.059	EH65802	009-374-281
Block 892	Malahat	21.125	EH65801	009-374-213
Block 907	Malahat	307.562	EH65800	009-379-193
Block 1007	Malahat	22.691	EH65799	009-378-618
District Lot 1044	Malahat	64.750	EH65798	009-394-168
Block 1180	Malahat	51.395	EH65797	009-377-727
District Lot 83 shown outlined in red on Plan 704 RW	Cowichan Lake	3.408	EH65781	009-759-611
Block 608	Cowichan Lake	179.681	EH65795	009-737-456

**BLOC** (con't)

<b><u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title</u></b>	<b><u>Parcel Identifier #</u></b>
Block 704	Cowichan Lake	271.140	EH65794	009-780-386
Block 736	Cowichan Lake	316.465	EH65793	009-780-343
Block 849	Cowichan Lake	364.218	EH65792	009-780-998
Block 870	Cowichan Lake	32.375	EH65791	009-780-980
Block 910	Cowichan Lake	2417.191	EH65790	009-780-971
Block 979	Cowichan Lake	271.544	EH65789	010-614-753
Those parts of the Southwest 1/4 of Section 11, Township 10, as shown outlined in red on Plan 559RW	Renfrew	<u>2.307</u>	EH65812	009-556-893
<b>TOTAL</b>		<b><u>7359.461</u></b>		

**Deletion of Schedule "A" Lands from Block 4 of Tree Farm Licence 46**

**BLOCK 4**

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
That part of the Northwest 1/4 of Section 5, Township 1, lying to the west of the Nitinat River and Nitinat Lake	Renfrew	27.316	EH65786	009-552-782
That part of the Southwest 1/4 of Section 5, Township 1, lying to the west of the Nitinat River and Nitinat Lake	Renfrew	32.780	EH65787	009-552-715
That part of the fractional Southeast 1/4 of Section 5, Township 1, as shown outlined in red on Plan 725R	Renfrew	20.777	EH65785	008-832-536
The Northeast 1/4 of Section 8, Township 1	Renfrew	59.894	EH65782	009-552-952
That part of the Northwest 1/4 of Section 9, Township 1, lying west of Nitinat River except that part lying within the Indian reserve	Renfrew	27.519	EH65784	009-558-284

**BLOCK 4** (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
The Northwest 1/4 of Section 16, Township 1, except that part in Plan 53 RW and except that part in Plan 38491	Renfrew	37.469	EH65783	008-832-595
That part of the Southwest 1/4 of Section 16, Township 1, lying to the west of the Nitinat River	Renfrew	<u>40.469</u>	EH65788	009-553-011
<b>TOTAL</b>		<b><u>246.224</u></b>		



**Deletion of Schedule "A" Lands from Block 6 of Tree Farm Licence 46**

**BLOCK 6**

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
Parcel A (DD20251F) of Section 89, except that part in Plan 5806	Renfrew	15.046	EH65823	009-592-121
Lot 1, Section 89, Plan 5806	Renfrew	0.834	EH65822	005-932-921
That part of Section 90, shown outlined in red on Plan 913R, lying to the north of the southerly boundary of Plan 503RW	Renfrew	13.865	EH65891	009-592-148
That part of Lot 1, Section 90, Plan 6764, lying to the north of the 66 foot road as said road was dedicated by said plan, except that part in Plan 17042	Renfrew	8.591	EH65890	005-789-133
That part of Lot 2, Section 90, Plan 6764, lying to the north of the 66 foot road dedicated by said plan	Renfrew	<u>15.540</u>	EH65888	005-789-214
<b>TOTAL</b>		<b><u>53.876</u></b>		
<b>GRAND TOTAL</b>				

## APPENDIX II

### **Deletion of Schedule "B" Lands from Block 7 of Tree Farm Licence 46**

#### BLOCK 7

<u>Schedule "B" Land</u>	<u>Land District</u>	<u>Hectares more or less</u>
That part of District Lot 87, as described by the attached metes and bounds description and more particularly shown outlined in bold black on the attached Exhibit "A" dated January 1, 1999.	Malahat	358.140