

PROVINCE OF BRITISH COLUMBIA

Ministry of Forests

IN THE MATTER OF TREE FARM LICENCE 46

INSTRUMENT NUMBER 22

Amendment

THIS AGREEMENT is dated October 26, 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: **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 Minister of Forests, and TimberWest Forest Corp., as agent for the Licensee, entered into an exchange agreement dated the 18th day of December, 1998, as amended (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 46 to account for certain deletions of land from TFL 46.

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

ARTICLE I

DEFINITIONS

- 1.01 In this Agreement and the recitals, "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

section 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 Appendices

Each appendix 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.

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:)

[Signature])
Authorized Signatory)

_____)
Authorized Signatory)
_____)

[Signature]
Minister of Forests
C/S

APPENDIX I

Deletion of Schedule "A" Lands from Tree Farm Licence 46

<u>Legal Description</u>	<u>Hectares more or less</u>	<u>Certificate of Title #</u>	<u>Parcel Identifier #</u>
All of Township 10, Renfrew District			
Lot 1, Section 5, Plan VIP71517	10.10	EP90968	024-912-913
Lot A, Section 6, Plan VIP71518	59.10	EP90970	024-912-930
Lot A, Section 8, Plan VIP71516	5.84	EP90969	024-912-867

APPENDIX II

Deletion of Schedule "B" Lands from Tree Farm Licence 46

<u>Legal Description</u>	<u>Hectares more or less</u>
Those parts of the NW ¼ and SW ¼, Section 8, Township 10, Renfrew District lying to the south of the bold line shown on the survey plan prepared by Peter I.M. Broeren, B.C.L.S., dated August 5, 1999, a reduced copy of which is attached to this Agreement as Exhibit "A" shows the area in purple.	20 hectares