

**PROVINCE OF BRITISH COLUMBIA**

**Ministry of Forests**

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**IN THE MATTER OF TREE FARM LICENCE NUMBER 47**

**INSTRUMENT NUMBER 11**

**Amendment**

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THIS AGREEMENT is dated the 5<sup>th</sup> day of November, 1997.

**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:**

**TIMBERWEST FOREST LIMITED**  
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 Environment, Lands and Parks, and the Licensee entered into an exchange agreement dated the 3rd day of June 1994, 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 47 to account for certain exchanges of land from TFL 47, for their anticipated addition to Juan de Fuca Marine Trail Park.

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

## ARTICLE I

### DEFINITIONS

1.01 In this Agreement and the recitals:

- (a) "Juan de Fuca Marine Trail Park" means the park established and declared by such name under the *Park Act*; and
- (b) "TFL 47" means Tree Farm Licence Number 47 made between the Licensor and the Licensee as of March 1, 1995.

## ARTICLE II

### AMENDMENT OF SCHEDULE "A" OF TFL 47

2.01 The lands described in Appendix I of this Agreement are herewith incorporated into Schedule "A" of TFL 47 and the said lands so incorporated are and shall be henceforth part of and subject to TFL 47.

## 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

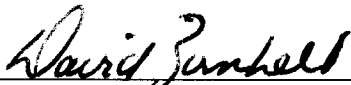
No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure 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.

IN WITNESS WHEREOF the parties have executed this Agreement as of the 5<sup>th</sup> day of November, 1997.

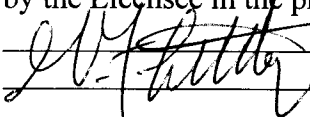
SIGNED, SEALED AND DELIVERED )  
by the Minister of Forests on behalf of )  
Her Majesty the Queen in Right of the )  
Province of British Columbia in the )  
presence of: )  
Bill Duvall )  
\_\_\_\_\_)  
\_\_\_\_\_)

  
\_\_\_\_\_  
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  
President & CEO  
\_\_\_\_\_  
Title

## APPENDIX I

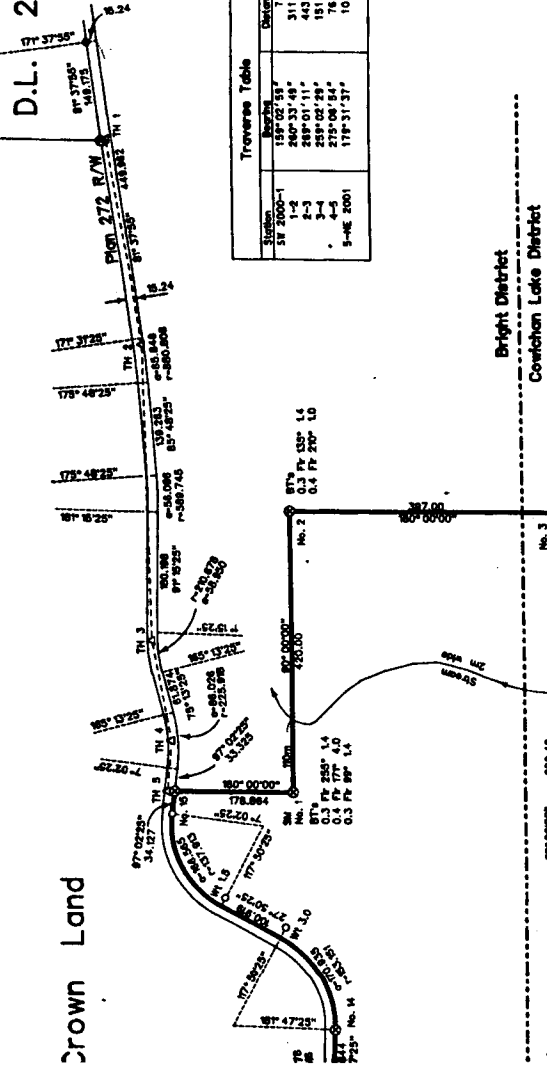
### **Addition of Schedule "A" Land to TFL 47, Instrument Number 11**

<u>Description of Land</u>	<u>Land District</u>	<u>Hectares +</u>
District Lot 2001	Cowichan Lake	191.200
	<b>TOTAL HECTARES</b>	<b><u>191.200</u></b>

L. Michael J. Anderson, C. B. Brien, C. Land Surveyors of Michigan, Inc. and their partners, acknowledge that the survey was made by the original surveyors and their successors. This survey was completed on the 15th day of July 1887.



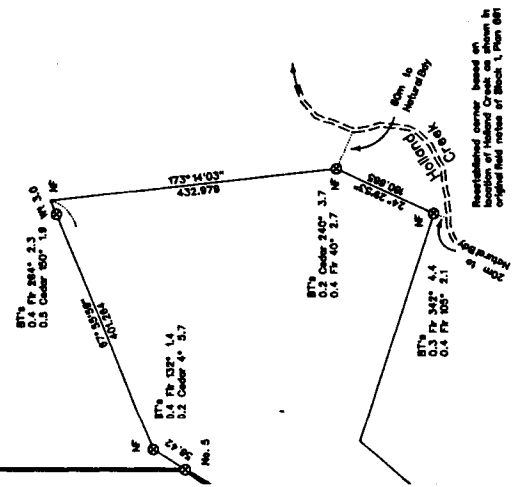
D.L. 2000



Traverse Table

Station	Bearing	Distance
1	178° 46' 56"	827.18
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Unserved Crown Land



Reestablished corner, located on location of Hedden Creek, as shown in original field notes of Block 1, Plan 181

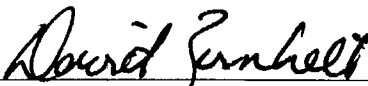
**NOTICE  
OF  
CHARGE  
OF  
LEGAL NOTATION  
PROVINCE OF BRITISH COLUMBIA  
Ministry of Forests**

TO THE REGISTRAR OF THE VICTORIA LAND TITLE OFFICE

Pursuant to Section 281 of the *Land Title Act*, take notice that the following lands herein are subject to the provisions of the *Forest Act*, as they have been included into Tree Farm Licence 47 (TimberWest Forest Limited):

<u>Description of Land</u>	<u>Land District</u>	<u>Hectares +</u>
District Lot 2001	Bright and Cowichan Lake	191.200
	<b>TOTAL HECTARES</b>	<b>191.200 +</b>

Dated at the City of Victoria, British Columbia this 29 day of October, 1997.

  
Minister of Forests