

TO WHOM IT MAY CONCERN:

In re Tree Farm Licence No. 6 dated the 26th day of October, A.D., 1950 made under the provisions of the "Forest Act" between the Minister of Lands and Forests for the Province of British Columbia and Rayonier Canada Limited.

The Minister of Lands and Forests for the Province of British Columbia hereby consents insofar as it is within his authority so to do, to the assignment hereinto annexed and dated the 1st day of May, A.D., 1961 of

That certain Tree Farm Licence which is numbered six (6) on the Forest Service register of tree farm licences and on the official atlas maps of the Department of Lands and Forests and known as the "Quatsino Tree Farm Licence" and made

BETWEEN

RAYONIER CANADA LIMITED, formerly known as Alaska Pine & Cellulose Limited a body corporate under the laws of Canada, having its head office at 1111 West Georgia Street, in the City of Vancouver, in the Province of British Columbia,
(hereinafter called "the Assignor")

OF THE ONE PART

AND

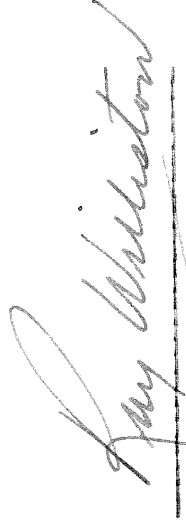
RAYONIER B.C. LIMITED, a body corporate under the laws of the Province of British Columbia, having its registered office at 1111 West Georgia Street, in the City and Province aforesaid,
(hereinafter called "the Assignee")

OF THE OTHER PART

SUBJECT HOWEVER to the express condition that notwithstanding anything contained in this Consent, or in the said Assignment, or any documents referred to therein, the Minister of Lands and Forests shall not be deemed to have waived compliance with or observance of, on the part of the licensee, its successors and assigns, any of the covenants, provisos, conditions of reservations in the said Tree Farm Licence contained, nor to have waived, impaired or restricted in any way whatsoever any of the rights or remedies of the Crown, or of the said Minister of Lands and Forests, in respect of the said Tree Farm Licence, or of the property or rights thereby demised, nor to have approved of the form, or of any of the terms, provisions, or conditions of the said Assignment, or any document, IT BEING EXPRESSLY DECLARED THAT the sole object, purport and effect of this document is merely as a permission in writing to validate the making of an Assignment, and no action shall be taken or thing done under, by virtue of, or in connection with the said Assignment, or any documents referred to therein that may prejudice, impair, or affect in any way whatsoever any of the rights of the said Minister of Lands and Forests.

DATED AT VICTORIA, B.C.

THIS.....DAY OF May A.D., 1961.



Minister of Lands and Forests

THIS ASSIGNMENT made as of the 1st day of May, 1961;

BETWEEN:

RAYONIER CANADA LIMITED, formerly known as Alaska Pine & Cellulose Limited, a body corporate under the laws of Canada, having its head office at 1111 West Georgia Street, in the City of Vancouver, in the Province of British Columbia;

(hereinafter called "the Assignor")

OF THE ONE PART

AND:

RAYONIER B.C. LIMITED, a body corporate under the laws of the Province of British Columbia, having its registered office at 1111 West Georgia Street, in the City and Province aforesaid;

(hereinafter called "the Assignee")

OF THE OTHER PART

WHEREAS the Assignor is the holder of that certain tree farm licence, known as "Quatsino Tree Farm Licence" numbered six (6) on the Forest Service register of tree farm licences and hereinafter called "the said Tree Farm Licence;

AND WHEREAS the Assignor has agreed to sell, grant and assign to the Assignee, being a wholly-owned subsidiary of the Assignor, the said Tree Farm Licence, and all Crown granted lands, Pulp Licences, Pulp Leases, Timber Licences, Timber Sales, private cutting rights and other forest tenures owned by the Assignor and comprising lands within the area of land covered by the said Tree Farm Licence;

AND WHEREAS the said Crown granted lands, Pulp Licences, Pulp Leases, Timber Licences, Timber Sales, private cutting rights and other forest tenures owned by the Assignor have been or will be transferred and assigned to the Assignee by separate instruments of conveyance or assignment;

AND WHEREAS the said Tree Farm Licence is, by the terms of clause 2 thereof, appurtenant to the Assignor's manufacturing plant or plants to be maintained in operation in British Columbia which is defined therein to include plants operated by subsidiaries of the Assignor;

AND WHEREAS by its terms, the said Tree Farm Licence may not be sold or transferred by the Assignor separately from the appurtenant plants during the continuance of the said Tree Farm Licence;

AND WHEREAS the said appurtenant plants are presently owned by the Assignee herein with the exception of the Port Alice pulp mill which is presently owned by the Assignor but is in the course of being sold and transferred to the Assignee;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One dollar (\$1.00) and of other good and valuable consideration heretofore paid or delivered by the Assignee to the Assignor (the receipt whereof is hereby acknowledged), the Assignor hereby GRANTS, CONVEYS, ASSIGNS, TRANSFERS and SETS OVER unto the Assignee the said Tree Farm Licence, including the deposit made by the Assignor thereunder in the amount of twenty-five thousand dollars (\$25,000), all agreements and indentures supplemental thereto or in modification thereof and all management working plans and cutting permits made or issued thereunder, and all the right, title and interest of the Assignor therein and thereto, together with all benefits and advantages to be derived from the said Tree Farm Licence with full power and authority to the Assignee so far as may be necessary to demand performance of and enforce the said Tree Farm Licence in the name of the Assignor;

AND the Assignor hereby covenants with the Assignee that notwithstanding any act of the Assignor the said Tree Farm Licence is good, valid and subsisting in accordance with its terms;

AND the Assignee covenants with the Assignor that the Assignee will observe and perform all obligations, covenants and agreements of the Assignor under the said Tree Farm Licence and will indemnify and save harmless the Assignor from and against all actions, proceedings, charges, expenses, damages, claims and demands whatsoever arising out of the failure by the Assignee to assume, observe and perform the said obligations, covenants and agreements;

AND it is hereby declared that this assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be hereunto affixed in the presence of their duly authorized officers in that behalf.

)
) The corporate seal of
) RAYONIER CANADA LIMITED
) was hereunto affixed in
) the presence of:
)

W.E. Beitzelbauer
PRESIDENT

G.L. Diack
Vice President Administration and Secretary

)
) The corporate seal of
) RAYONIER B.C. LIMITED was
) hereunto affixed in the
) presence of:
)

W.E. Beitzelbauer
PRESIDENT

G.L. Diack
SECRETARY

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 19th day of May 1961, in the City of Vancouver, in the Province of British Columbia, Gordon Lawner Dreaser, who is personally known to me, appeared before me and acknowledged to me that he is the SECRETARY of RAYONIER CANADA LIMITED and that he is the person who subscribed his name to the annexed instrument as SECRETARY of the said RAYONIER CANADA LIMITED and affixed the seal of the SAID RAYONIER CANADA LIMITED to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my

Hand ~~and Seal of Office~~ ¹⁹⁶¹ at the City of Vancouver in the Province of British Columbia, this 19th day of

May one thousand nine hundred and sixty-one.



A Commissioner for taking affidavits within British Columbia.