



**TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE**



THIS LICENCE, dated for reference **March 1, 2010**.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the MINISTER OF FORESTS AND RANGE
PO BOX 9049 STN PROV GOVT
VICTORIA, BRITISH COLUMBIA
V8W 9E2
Fax: 250-387-1040
(the "Minister")**

AND:

**WESTERN FOREST PRODUCTS INC.
#118 – 1334 ISLAND HIGHWAY
CAMPBELL RIVER, BRITISH COLUMBIA
V9W 8C9
Fax: 250-286-4140
(the "Licensee")**

WHEREAS:

- A. Under Section 36 of the *Forest Act*, the Minister offers a replacement licence to the Licensee.
- B. The Licensee accepts the offer.
- C. The Licensee agrees to manage the licence area according to this Licence and the management plan in effect under this Licence.

THEREFORE:

Under Section 36 of the *Forest Act*, this Licence replaces Tree Farm Licence No. 6, dated March 1, 2000.

“The Table of Contents and headings in this Licence are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence.”

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THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

- 1.01 The term of this Licence is 25 years, beginning on **March 1, 2010**.
- 1.02 Subject to this Licence, the Minister grants the Licensee:
- (a) the exclusive right to harvest all types of Crown timber, other than deciduous types, from Schedule “B” Land;
 - (b) the exclusive right to harvest all timber authorized under a timber licence, from Schedule “A” Land subject to a timber licence;
 - (c) the right to manage Schedule “A” Land subject to a timber licence and Schedule “B” Land according to:
 - (i) this Licence;
 - (ii) the management plan in effect under this Licence; and
 - (iii) operational plans approved in respect of this Licence.
- 1.03 Subject to this Licence, the Licensee may also harvest timber from the licence area that is not of a type specified in Paragraph 1.02.

2.00 TIMBER DISPOSITION

- 2.01 Each year during the term of this Licence:
- (a) 0 m³ of the allowable annual cut, from the types of timber specified under Subparagraph 1.02(a), may be disposed of by the Timber Sales Manager within areas agreed to under Paragraph 3.01 or specified under Paragraph 3.02;
 - (b) 16,578 m³ of the allowable annual cut may be disposed of pursuant to Section 47.8 of the *Forest Act*.
- 2.02 Each year during the term of this Licence, the District Manager may dispose of a volume of the timber specified under Subparagraph 1.02(a), not exceeding one half of one percent (0.5%) of the portion of the allowable annual cut the Chief Forester determines is attributable to Schedule “B” Land, under free use permits from areas agreed under Paragraph 3.01 or specified under Paragraph 3.02.
- 2.03 In addition to any timber disposed of under Paragraphs 2.01 and 2.02, each year during the term of this Licence, the Regional Manager or District Manager may dispose of timber other than that specified in Subparagraph 1.02(a) under forestry licences to cut issued pursuant to a pulpwood agreement, provided:
- (a) the timber is:
 - (i) within a pulpwood area designated by the Minister; and
 - (ii) within areas of Schedule “B” Land agreed to under

Paragraph 3.01 or specified under Paragraph 3.02; and

(b) the volume of timber disposed of does not exceed an amount equal to the portion of the allowable annual cut which the Chief Forester determines is attributable to timber of the type referred to in the applicable pulpwood agreement, having regard to the factors and information considered by the Chief Forester in his or her most recent determination of the allowable annual cut.

- 2.04 In addition to any timber disposed of under this part, the Regional Manager, District Manager or Timber Sales Manager may dispose of any timber that is not specified in Subparagraph 1.02(a) if the timber is within areas agreed to under Paragraph 3.01 or specified under Paragraph 3.02.
- 2.05 Subject to Part 3, the Minister in a notice given to the Licensee may delete an area from Schedule “B” Land to enable the Regional Manager or District Manager to issue a woodlot licence over the area, if the Chief Forester determines that the portion of the allowable annual cut attributable to the area does not exceed the volume of timber referred to in Paragraph 2.01, having regard to the factors and information considered by the Chief Forester in his or her most recent determination of the allowable annual cut.
- 2.06 Before deleting an area under Paragraph 2.05, the Minister will consult the Licensee and consider any recommendations made by the Licensee.
- 2.07 Where the Minister deletes an area under Paragraph 2.05, the volume of timber referred to in Paragraph 2.01 is deemed to be reduced by an amount equal to the portion of the allowable annual cut that the Chief Forester determines is attributable to the deleted area, having regard to the factors and information considered by the Chief Forester in his or her most recent determination of the allowable annual cut.

3.00 AREA SELECTION PROCESS

- 3.01 Subject to Paragraph 3.02 the District Manager or Timber Sales Manager and the Licensee will agree upon areas for the purposes of Part 2.00, or for an allowable annual cut reduction under Section 69 of the *Forest Act*, having regard to:
- (a) the type and quality of timber and the type of terrain on the area of Schedule “B” Land under consideration compared to the Schedule “B” Land as a whole;
 - (b) the timber referred to in Paragraph 2.03;
 - (c) the management plan in effect under this Licence and the forest development plan or forest stewardship plan approved in respect of this Licence;

- (d) any potential interference with the operations of the Licensee under this Licence;
- (e) rights being exercised on the licence area by persons other than that licence holder including trappers, guide outfitters, range tenure holders, and other licenced resource users; and
- (f) an aboriginal group claiming an aboriginal interest in, or having a proven aboriginal right, including aboriginal title, or a treaty right in the area.

3.02 If under Paragraph 3.01 the District Manager or the Timber Sales Manager and the Licensee are unable to agree upon areas for the purposes of Part 2.00 or for an allowable annual cut reduction under Section 69 of the *Forest Act*, the District Manager or the Timber Sales Manager or the Licensee may refer the matter to the Regional Manager, in which case the Regional Manager, subject to Paragraph 3.03, and having regard to:

- (a) the factors referred to in Paragraph 3.01; and
- (b) the recommendations of the District Manager or the Timber Sales Manager and the Licensee;

will specify areas for these purposes.

3.03 The Regional Manager will only specify an area under Paragraph 3.02, when satisfied it will not:

- (a) compromise the management plan in effect under this Licence or a forest development plan or forest stewardship plan approved in respect of this Licence; or
- (b) unreasonably interfere with the Licensee's operations under this Licence.

4.00 OTHER CONDITIONS AND REQUIREMENTS

4.01 Subject to Paragraph 4.02, the Licensee will not enter, use or occupy Schedule "A" Land subject to a timber licence or Schedule "B" Land except under and in accordance with a cutting permit, road permit associated with this Licence, special use permit or another legal authority authorizing such use or occupation.

4.02 Paragraph 4.01 does not apply to temporary occupation for the purpose of:

- (a) carrying out silviculture;
- (b) collecting inventory information;
- (c) carrying out engineering layouts and surveys;
- (d) carrying out protection and forest health activities; or
- (e) fulfilling other obligations or conducting other activities incidental to the operations of the Licensee under or associated with this Licence.

- 4.03 The Licensee will not harvest timber from Schedule “A” or “B” Lands, except under a road permit associated with this Licence or a cutting permit issued to the Licensee or as otherwise authorized under the forestry legislation.
- 4.04 The Licensee must not harvest timber if the timber is specified as reserved timber in a cutting permit, or under an applicable operational plan.
- 4.05 If an area of Schedule “A” Land is:
- (a) subject to a timber licence that expires; or
 - (b) deleted from a timber licence;
- then the area is deemed to be deleted from Schedule “A” Land and added to Schedule “B” Land.

5.00 TIMBER VOLUME CHARGED TO THE LICENCE

- 5.01 The definition of the volume of timber harvested in Part 4, Division 3.1 of the *Forest Act* applies to this Licence.
- 5.02 The determination of the volume of timber harvested will incorporate the volume of waste determined under Part 6.00.
- 5.03 The Coast Timber Merchantability Specifications in the Provincial Logging Residue and Waste Measurement Procedures Manual that was in effect on the date of issuance of the cutting permit or road permit shall govern.

6.00 WASTE ASSESSMENTS FOR MERCHANTABLE CROWN TIMBER

- 6.01 The Licensee must conduct a waste assessment of the volume of merchantable Crown timber, whether standing or felled, that was authorized to be cut and removed under the Licence but, at the Licensee’s discretion, was not cut and removed.
- 6.02 A waste assessment conducted under Paragraph 6.01 must be in accordance with the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended or replaced from time to time.
- 6.03 A waste assessment made under Paragraph 6.01 must be:
- (a) done within 60 days after primary logging on the area has been completed for each cut block, allowing for ground to be sufficiently free of snow to permit an adequate assessment to be carried out; or
 - (b) if primary logging on the area is not completed before the expiry of the cutting permit, within 60 days after the expiry of the cutting permit, allowing the ground to be sufficiently free of snow to permit for an adequate assessment to be carried out.

- 6.04 If the Licensee fails to comply with Paragraph 6.01 the District Manager may, after the expiry of the term of a cutting permit or licence, conduct a waste assessment of the volume of merchantable Crown timber that could have been cut and removed under the Licence but, at the Licensee's discretion, was not cut and removed.
- 6.05 A waste assessment conducted under Paragraph 6.04 must be in accordance with the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended or replaced from time to time.
- 6.06 If the District Manager carries out a waste assessment under Paragraph 6.04, the District Manager, in a notice given to the Licensee, may require the Licensee to pay the costs incurred by the District Manager in carrying out the assessment.

7.00 MANAGEMENT PLAN

- 7.01 A management plan:
- (a) approved under the tree farm licence replaced by this Licence; and
 - (b) still in effect on the date immediately preceding the date referred to in Paragraph 1.01;
- is deemed for the remainder of the term of the management plan to be the management plan in effect under this Licence.

MANAGEMENT PLAN REVIEW

- 7.02 Not less than 20 months prior to the date on which the management plan in effect under this Licence is due to expire:
- (a) the Regional Manager will provide the Licensee with:
 - (i) a review of the management plan in effect under this Licence;
 - (ii) a review of the Licensee's performance in respect of that management plan; and
 - (iii) a list of guidelines currently in effect; and
 - (b) the Regional Manager may specify the location(s) and time designated for the draft management plan public review.

TIMBER SUPPLY ANALYSIS INFORMATION PACKAGE

- 7.03 Not less than 16 months prior to the date on which the management plan in effect under this Licence is due to expire, the Licensee will submit a timber supply analysis information package to the timber supply forester.
- 7.04 A timber supply analysis information package submitted under Paragraph 7.03 or Subparagraph 7.06(b) must:

- (a) include the information required in the applicable manual in effect six months prior to the deadline for submitting the timber supply analysis information package;
- (b) identify assumptions the Licensee proposes to incorporate into the timber supply analysis referred to in Paragraph 7.21 which are consistent with;
 - (i) this Licence;
 - (ii) the forestry legislation;
 - (iii) higher level plans; and
 - (iv) subject to Paragraph 7.38, the guidelines referred to in Subparagraph 7.02(a);
- (c) without restricting the generality of Subparagraph 7.04(b), identify assumptions the Licensee proposes to incorporate into the timber supply analysis referred to in Paragraph 7.21 regarding;
 - (i) the inventory of timber and non-timber resources in the licence area;
 - (ii) growth and yield;
 - (iii) regeneration delays;
 - (iv) silviculture treatments;
 - (v) integrated resource management constraints;
 - (vi) methods to be used to conduct primary logging and removal of timber, timber merchantability specifications; and
 - (vii) the Timber Harvesting Land Base;
- (d) describe the methodology, including the computer model, if any, that the Licensee proposes to use in the timber supply analysis, including a description of the extent to which the assumptions referred to in Subparagraphs 7.04(b) and (c) are reflected in the methodology;
- (e) include information which supports the assumptions referred to in Subparagraphs 7.04(b), (c) and (d);
- (f) describe how the Licensee proposes to address in the timber supply analysis, any inadequacies referred to in Subparagraph 7.08(d); and
- (g) include any other information readily available to the Licensee; which
 - (i) the Licensee; or
 - (ii) the timber supply forester, in a notice given to the Licensee 18 months prior to the date on which the management plan in effect under this Licence is due to expire;

considers relevant to an assessment of the timber supply of the licence area.

- 7.05 Where the timber supply forester accepts both the assumptions and the methodology referred to in Paragraph 7.04 or Subparagraph 7.06(b):
- (a) the timber supply forester, within three months after the date on which the timber supply analysis information package is submitted under Paragraph 7.03, or one month after the information or proposals submitted under Subparagraph 7.06(b), will in a notice given to the Licensee accept the assumptions and the methodology referred to in Paragraph 7.04 and, if applicable, Subparagraph 7.06(b) for use in the timber supply analysis referred to in Paragraph 7.21 subject to such conditions as the timber supply forester considers necessary or appropriate; if
 - (i) the requirements of Paragraph 7.04 and, if applicable, Subparagraph 7.06(b) have been met; and
 - (ii) the timber supply forester is satisfied with the information provided in support of the assumptions and methodology.
- 7.06 Where the timber supply forester does not accept both the assumptions and the methodology under Paragraph 7.05:
- (a) the timber supply forester, within three months after the date on which the timber supply forester receives the timber supply analysis information package submitted under Paragraph 7.03, or one month after the date on which the timber supply forester receives the information or proposals submitted under Subparagraph 7.06(b), will specify in a notice given to the Licensee why the timber supply forester has not accepted the assumptions, the methodology or both; and
 - (b) the Licensee, within two months after the date on which the Licensee is given the notice referred to in Subparagraph 7.06(a), will;
 - (i) propose new or revised assumptions;
 - (ii) propose a new or revised methodology; andsubmit further information in support of the assumptions, the methodology or both;
as required by the timber supply forester.

DRAFT MANAGEMENT PLAN

- 7.07 Not less than 16 months prior to the date on which the management plan in effect under this Licence is due to expire, the Licensee will submit a draft management plan to the Regional Manager for comment.
- 7.08 A draft management plan referred to in Paragraph 7.07 or Subparagraph 7.39(a) must:

- (a) be prepared by a professional forester in accordance with the manual in effect four months prior to the deadline for submitting the draft management plan under Paragraph 7.07 or Subparagraph 7.39(a);
- (b) be consistent with;
 - (i) this Licence;
 - (ii) the forestry legislation;
 - (iii) higher level plans;
 - (iv) subject to Paragraph 7.35, the guidelines referred to in Subparagraph 7.02(a);and take into consideration the Regional Manager's review under Paragraph 7.02;
- (c) include inventories, prepared in the manner, presented in the format and meeting the specifications set or approved in the applicable manual in effect six months prior to the deadline for submitting the timber supply analysis information package; of
 - (i) the forest and recreation resources in the licence area, based on information collected for this purpose by the Licensee, including information relating to visual quality, sensitive soils, recreation sites, and the type of timber and terrain; and
 - (ii) the fisheries, wildlife, range, and cultural heritage resources of the licence area, based on the best information readily available to the Licensee;
- (d) include proposals for updating the inventories referred to in Subparagraph 7.08(c) and, if applicable, addressing inadequacies in the inventory information;
- (e) propose management objectives regarding;
 - (i) management and utilization of the timber resources in the licence area, including methods for primary logging and removing timber and the timber harvest specifications suitable to the types of timber specified in Paragraph 1.02;
 - (ii) protection and conservation of the non-timber values and resources in the licence area, including visual quality, biological diversity, soils, water, recreation resources, cultural heritage resources, range land, and wildlife and fish habitats;
 - (iii) integration of the Licensee's activities in the licence area with use of the licence area for purposes other than timber production, including use of the licence area by;
 - (A) trappers, guide outfitters, range tenure holders, and other licenced resource users; and

- (B) an aboriginal group claiming an aboriginal interest in, or having a proven aboriginal right, including aboriginal title, or a treaty right in the area;
- (iv) forest fire prevention and suppression, prescribed fire, and fuel management;
- (v) forest health, including disease and pest management;
- (vi) silviculture; and
- (vii) road construction, maintenance and deactivation;
- (f) include proposals for meeting the proposed management objectives referred to in Subparagraph 7.08(e), including measures to be taken and specifications to be followed by the Licensee which meet or, if the Licensee so chooses, exceeds any requirements of the forestry legislation, or of the higher level plans, or guidelines referred to in Subparagraph 7.08(b);
- (g) specify measures to be taken by the Licensee to identify and consult with persons using the licence area for purposes other than timber production, including;
 - (i) trappers, guide outfitters, range tenure holders, and other licenced resource users; and
 - (ii) an aboriginal group claiming an aboriginal interest in, or having a proven aboriginal right, including aboriginal title, or a treaty right in the area, in a manner that provides those persons with full information about the draft management plan and gives reasonable opportunity for the aboriginal group to respond with information about the effects of the draft management plan on their aboriginal interests or their proven aboriginal right, including aboriginal title;
- (h) assess the impact the draft management plan may have on factors such as levels of cutting and removal of timber and the protection and conservation of non-timber values;
- (i) highlight the key similarities and differences between the draft management plan and the management plan in effect or last in effect under this Licence, and in a summary form compare;
 - (i) the impact, if any, that implementation of the management plan in effect or last in effect under this Licence had; and
 - (ii) the impact, if any, that the Licensee anticipates implementation of the draft management plan will have;
 on factors such as those referred to in Subparagraph 7.08(h);

- (j) if applicable, provide that part of the allowable annual cut will be cut and removed from a specified part of the licence area, or from a specified type of timber or terrain;
 - (k) include any other information on the development, management and use of the licence area that the Chief Forester requires; and
 - (l) if required in the manual referred to in Subparagraph 7.08(a), provide some or all of the information referred to in this paragraph in the form of maps meeting the requirements of the manual.
- 7.09 At substantially the same time or at a time otherwise agreed to between the Regional Manager and the Licensee, the Licensee must publish, at least twice within a period of two consecutive weeks, a notice in one or more newspaper(s) circulating near the area of the Licence stating that the draft management plan is available for public review and comment.
- 7.10 The Licensee must provide an opportunity to review the draft management plan to interested parties or parties potentially affected by operations under the Licence:
- (a) at a location and time, if specified by the Regional Manager in the management plan review referred to in Subparagraph 7.02(b);
 - (b) at another location proposed by the Licensee and approved by the Regional Manager; or
- at the Licensee's place of business nearest to the licence area.
- 7.11 The public review referred to in Paragraph 7.10 must provide an opportunity for comment to be received from but not restricted to:
- (a) resource agencies;
 - (b) trappers, guide outfitters, range tenure holders, and other licenced resource users;
 - (c) aboriginal group(s);
 - (d) local governments; and
 - (e) members of the public.
- 7.12 Subject to Paragraph 7.13, the opportunity for a review provided under Paragraph 7.10 must be for a period of 60 days from the date of the publication of the first notice under Paragraph 7.09.
- 7.13 The period of review specified under Paragraph 7.12 may be:
- (a) any lesser period as mutually agreed upon between the Licensee and the Regional Manager;
 - (b) extended by the Licensee on providing written notice to the Regional Manager; and

(c) extended by the Regional Manager on giving at least ten days notice to the Licensee prior to the expiry of the review period.

- 7.14 An opportunity for comment provided to a person referred to in Paragraph 7.11 will be adequate only if, in the opinion of the Regional Manager, the opportunity is commensurate with the nature and extent of that person's interest in the licence area and any right that person may have to use the licence area.
- 7.15 The Regional Manager, within three months after the date on which the Regional Manager receives the draft management plan submitted under Paragraph 7.07, will provide the Licensee with written comments on the draft management plan which the Licensee must consider in the development of the timber supply analysis, 20-year plan, and proposed management plan.
- 7.16 The Licensee not less than 12 months prior to the date on which the management plan in effect under this Licence is due to expire must consider all comments received during the period for review under Paragraph 7.12, and will submit to the Regional Manager:
- (a) a copy of the notice that was published under Paragraph 7.09 in respect of the draft management plan; and
 - (b) a copy of each comment received by the Licensee in respect of the draft management plan; and
 - (c) proposals, if any, to address the comments referred to in Paragraphs 7.11 and 7.15, in the proposed management plan, timber supply analysis and 20-year plan.

20-YEAR PLAN

- 7.17 Where the timber supply forester accepts the assumptions and the methodology under Paragraph 7.05, the Licensee, not less than 10 months prior to the date on which the management plan in effect under this Licence is due to expire, will submit a 20-year plan to the District Manager.
- 7.18 A 20-year plan submitted under Paragraph 7.17 or Subparagraph 7.20(b) must:
- (a) identify;
 - (i) the Timber Harvesting Land Base;
 - (ii) areas where timber has been harvested;
 - (iii) existing and proposed road access within the net Timber Harvesting Land Base; and

- (iv) areas subject to special integrated resource management constraints, such as use of the licence area for purposes other than timber production;
 - (b) categorize areas within the Timber Harvesting Land Base referred to in Clause 7.18(a)(i) by;
 - (i) the type and quality of timber; and
 - (ii) the methods suitable to the terrain to be used to conduct primary logging and removal of the timber; and
 - (c) in support of the timber supply analysis, set out a hypothetical sequence of cut blocks in 5 year increments over a period of 20 years, or longer if the Licensee so chooses, which is consistent with;
 - (i) this Licence;
 - (ii) the forestry legislation;
 - (iii) higher level plans; and
 - (iv) subject to Paragraph 7.35, the guidelines referred to in Subparagraph 7.02(a).
- 7.19 Where the District Manager accepts a 20-year plan referred to under Paragraph 7.17 or Subparagraph 7.20(b):
- (a) the District Manager, within three months after the date on which the 20-year plan is submitted under Paragraph 7.17, or one month after the date the 20-year plan is submitted under Subparagraph 7.20(b), will in a notice to the Licensee accept the 20-year plan, subject to such conditions as considered necessary or appropriate; and
 - (b) where the District Manager accepts the 20-year plan under Subparagraph 7.19(a), provide the Licensee with an assessment of the strengths and weaknesses of the 20-year plan.
- 7.20 Where the District Manager does not accept a 20-year plan under Paragraph 7.19:
- (a) the District Manager, within three months after the date on which the District Manager receives a 20-year plan submitted under Paragraph 7.17, or one month after the date on which the District Manager receives a 20-year plan submitted under Subparagraph 7.20(b), will specify in a notice given to the Licensee why the District Manager has not accepted the 20-year plan; and
 - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in Subparagraph 7.20(a), will submit a new or revised 20-year plan to the District Manager.

TIMBER SUPPLY ANALYSIS

- 7.21 Where the timber supply forester accepts the assumptions and the methodology under Paragraph 7.05, the Licensee, not less than 10 months prior to the date on which the management plan in effect under this Licence is due to expire, will submit a timber supply analysis to the timber supply forester.
- 7.22 A timber supply analysis submitted under Paragraph 7.21 or Subparagraph 7.24(b) must be based on the assumptions, and use the methodology, accepted by the timber supply forester under Paragraph 7.05.
- 7.23 Where the timber supply forester accepts a timber supply analysis under Paragraph 7.21 or Subparagraph 7.24(b):
- (a) the timber supply forester, within three months after the date on which the timber supply analysis is submitted under Paragraph 7.21, or one month after the date the timber supply analysis is submitted under Subparagraph 7.24(b), will in a notice given to the Licensee accept the timber supply analysis; and
 - (b) where the timber supply forester accepts the timber supply analysis under Subparagraph 7.23(a), provide the Licensee with an assessment of the strengths and weaknesses of the timber supply analysis.
- 7.24 Where the timber supply forester does not accept a timber supply analysis under Paragraph 7.23:
- (a) the timber supply forester, within three months after the date on which the timber supply forester receives a timber supply analysis submitted under Paragraph 7.21, or one month after the date on which the timber supply forester receives a timber supply analysis submitted under Subparagraph 7.24(b), will specify in a notice given to the Licensee why the timber supply forester has not accepted the timber supply analysis; and
 - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in Subparagraph 7.24(a), will submit a new or revised timber supply analysis to the timber supply forester.

PROPOSED MANAGEMENT PLAN

- 7.25 The Licensee, not less than four months prior to the date on which the management plan in effect under this Licence is due to expire, will submit to the Chief Forester and Regional Manager a proposed management plan:
- (a) which is based on the draft management plan referred to in Paragraph 7.07 including the requirements of Section 7.08; and
 - (b) which incorporates the Licensee's proposals, if any, to address the comments received from the review of the draft management plan as specified in Paragraph 7.16;

- (c) and which includes;
 - (i) the timber supply analysis accepted under Subparagraph 7.23(a), together with the assessment referred to in Subparagraph 7.23(b);
 - (ii) the 20-year plan accepted under Subparagraph 7.19(a), together with the assessment referred to in Subparagraph 7.19(b).
- 7.26 Subject to Paragraphs 7.27 and 7.28, the Chief Forester, within two months after the date on which the Chief Forester receives a proposed management plan submitted under Paragraph 7.25, Subparagraph 7.29(b) or Subparagraph 7.39(b), will in a notice given to the Licensee approve the proposed management plan, subject to such conditions as the Chief Forester considers necessary or appropriate, if:
 - (a) the Chief Forester is satisfied that the proposed management plan;
 - (i) meets the requirements of Paragraph 7.25 or Clause 7.39(b)(i), as the case may be; and
 - (ii) incorporates the proposals referred to in Subparagraph 7.25(b).
- 7.27 The Chief Forester, in a notice given to the Licensee, may refuse to approve a proposed management plan under Paragraph 7.26 until such time as:
 - (a) a timber supply analysis is accepted under Paragraph 7.23; or
 - (b) a 20-year plan is accepted under Paragraph 7.19.
- 7.28 Where a timber supply analysis accepted under Paragraph 7.23 or a 20-year plan accepted under Paragraph 7.19 was not included in the proposed management plan referred to in Paragraph 7.25, before approving a proposed management plan under Paragraph 7.26, the Chief Forester, in a notice given to the Licensee, may require the Licensee to refer the timber supply analysis or the 20-year plan, as the case may be, to persons interested in or affected by operations under this Licence.
- 7.29 Where the Chief Forester does not approve a proposed management plan under Paragraph 7.26:
 - (a) subject to Paragraphs 7.27 and 7.28, the Chief Forester, within two months after the date on which the Chief Forester receives the proposed management plan, will specify in a notice given to the Licensee why the Chief Forester has not approved the proposed management plan; and
 - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in Subparagraph 7.29(a), will submit a new or revised proposed management plan to the Chief Forester.
- 7.30 Subject to Paragraphs 7.27 and 7.28, if:

- (a) the Chief Forester, within three months after the date on which the Chief Forester receives a proposed management plan submitted under Paragraph 7.25; has neither
 - (i) approved the proposed management plan under Paragraph 7.26; nor
 - (ii) given the Licensee a notice referred to in Subparagraph 7.29(a); and
- (b) there is a management plan in effect under this Licence;

then the term of the management plan referred to in Subparagraph 7.30(b) is deemed to be extended until such time as the Chief Forester approves the proposed management plan under Paragraph 7.26, or gives the Licensee a notice referred to in Subparagraph 7.29(a), as the case may be.

7.31 Before approving a proposed management plan under Paragraph 7.26, the Chief Forester, at his or her sole discretion and notwithstanding the Licensee's obligations under this part, may consult, or further consult, persons who may be interested in or affected by operations under or associated with this Licence, including but not restricted to:

- (a) resource agencies;
- (b) trappers, guide outfitters, range tenure holders, and other licenced resource users;
- (c) aboriginal groups;
- (d) local governments; and
- (e) members of the public;

and, subject to Paragraph 7.32, may consider any comments received as a result of consultation under this paragraph.

7.32 If, because of comments received as a result of consultation under Paragraph 7.31, the Chief Forester is considering:

- (a) not accepting or not approving; or
- (b) imposing a condition upon acceptance or approval of;

the proposed management plan referred to in Paragraph 7.31, the Regional Manager or the Chief Forester, as the case may be, will provide the Licensee with an opportunity to respond to the comments before making a decision.

MISCELLANEOUS

7.33 If the Chief Forester is satisfied that the Licensee or a Ministry employee is trying in good faith to fulfill a requirement or obligation under this part, but for reasons beyond the control of the Licensee or the Ministry employee, as the case may be, cannot:

- (a) meet a deadline referred to in this part; or
- (b) where there is a management plan in effect under this Licence, fulfill the requirement or obligation before the management plan is due to expire;

then the Chief Forester, in a notice given to the Licensee, will, as applicable;

- (c) extend the deadline by a period the Chief Forester considers sufficient to allow the Ministry employee or the Licensee, as the case may be, to fulfill the requirement or obligation; or
- (d) extend the term of the management plan by a period the Chief Forester considers sufficient to allow the Ministry employee or the Licensee, as the case may be, to fulfill the requirement or obligation in accordance with applicable deadlines;

subject to such conditions as the Chief Forester considers necessary or appropriate.

7.34 Subject to this Licence, unless otherwise agreed to between the parties:

- (a) each document accepted or approved under this part must be consistent with the documents previously accepted or approved under this part; and
- (b) subject to Paragraphs 7.35 and 7.36, no acceptance or approval given under this part may be revoked or revised.

7.35 If the Licensee:

- (a) submits a timber supply analysis information package under Paragraph 7.03, or the information or proposals referred to in Subparagraph 7.06(b) less than 10 months;
- (b) submits a timber supply analysis under Paragraph 7.21 or Subparagraph 7.24(b), or a 20-year plan under Paragraph 7.17 or Subparagraph 7.20(b) less than 4 months; or
- (c) submits a draft management plan under Paragraph 7.07 less than 12 months;

prior to the date on which the management plan in effect under this Licence is due to expire, the Chief Forester, in a notice given to the Licensee within one month of the date on which the applicable item is submitted, may require the Licensee to amend one or more of the items referred to in Subparagraphs 7.35(a) through (c) inclusive, to the extent required to address any new issues that may have arisen and ensure consistency with any new guidelines or manuals in effect on the date the Licensee is given the notice, higher level plans, and the forestry legislation.

- 7.36 If the Chief Forester considers that:
- (a) damage to timber in the licence area as a result of fire, flood, wind, insects, disease, or other causes;
 - (b) operations conducted in accordance with the management plan are causing or could cause serious damage to the natural environment, including soils, fisheries, wildlife, water, range, and recreation resources;
 - (c) establishment, variance, cancellation or replacement of a higher level plan;
 - (d) a potential unjustifiable infringement of an aboriginal interest or proven aboriginal right including aboriginal title or a treaty right; or
 - (e) a change in the allowable annual cut as a result of a determination by the Chief Forester under the *Forest Act*.

have rendered the management plan in effect under the Licence inadequate, the Chief Forester, in a notice given to the Licensee, may require that the management plan be amended.

- 7.37 A notice referred to in Paragraph 7.36 must specify:
- (a) why the Chief Forester considers the management plan has been rendered inadequate;
 - (b) the extent to which the management plan is inadequate; and
 - (c) the changes required by the Chief Forester.
- 7.38 Where the Chief Forester gives the Licensee a notice referred to in Paragraph 7.36, the Licensee, within three months after the date on which the notice is given, will submit for the Chief Forester's approval a proposed amendment to the management plan, which incorporates the changes referred to in Subparagraph 7.37(c), to have effect during the unexpired term of the management plan.
- 7.39 If the Licensee fails to comply with the requirements of Paragraph 7.38, the management plan in effect under this Licence will expire three months after the date on which the notice referred to in Paragraph 7.36 is given to the Licensee, in which case:
- (a) within three months after the date on which the management plan expires under this subparagraph, the Licensee will;
 - (i) refer a draft management plan to the Regional Manager; and
 - (ii) at the same time, refer the draft management plan referred to in Clause 7.39(a)(i) to Resource Agencies and make it available for comment in accordance with Paragraphs 7.09 and 7.10; and

- (b) within six months after the date on which the management plan expires under this paragraph, the Licensee will submit to the Chief Forester a proposed management plan which is based on the draft management plan referred to in Subparagraph 7.39(a), and a summary of;
 - (i) all comments received by the Licensee in complying with the requirements of Subparagraph 7.39(a); and
 - (ii) the differences, if any, between the draft management plan and the proposed management plan, including differences resulting from modifications made in response to the comments referred to in Clause 7.39(b)(i).
- 7.40 The Licensee will implement the management plan in effect under this Licence.
- 7.41 The management plan in effect under this Licence is deemed to be part of this Licence.
- 7.42 Subject to Paragraphs 7.30, 7.33, and 7.39, a management plan expires five years after the date on which it takes effect.

8.00 CUTTING PERMITS

- 8.01 Subject to Part 1 and Paragraph 8.02, the Licensee may submit an application to the District Manager for a cutting permit to authorize the Licensee to harvest one or more proximate areas of Schedule “A” or “B” Lands for the portion of the allowable annual cut available to the Licensee that are:
 - (a) identified on an approved forest development plan; or
 - (b) exempted under the *Forest Practices Code of British Columbia Act* from the requirement of a forest development plan, or exempted under the *Forest and Range Practices Act* from the requirement for a forest stewardship plan; or
 - (c) located within a forest development unit of an approved forest stewardship plan.
- 8.02 For those areas of Schedule “B” Land or in timber licences under Schedule “A” Land to be included in the application under Paragraph 8.01, the Licensee must ensure that cruise and appraisal data submitted is gathered and compiled according to the appraisal manual.
- 8.03 An application for a cutting permit submitted under Paragraph 8.01 must:
 - (a) be in a form established by the District Manager;
 - (b) state the proposed term that does not exceed four years;
 - (c) include;

- (i) a map to a scale acceptable to the District Manager showing the areas referred to in the application; and
- (ii) the cruise data and appraisal data referred to in Paragraph 8.02; and

a description acceptable to the District Manager of any timber that is reserved from cutting, removal or cutting and removal.

8.04 The areas of land shown on the map referred to in clause 8.03(c)(i) must be:

- (a) the areas referred to in Subparagraph 8.01(a); or
- (b) areas referred to in Subparagraph 8.01(b); or
- (c) located within a forest development unit referred to in Subparagraph 8.01(c);

allowing for difference in scale between maps used in the forest development plan, forest stewardship plan, or exemption and the map referred to in clause 8.03(c)(i).

8.05 Subject to Paragraphs 8.06 through 8.09 inclusive and 8.04, upon receipt of an application under Paragraph 8.01, the District Manager will issue a cutting permit to the Licensee if:

- (a) there is a management plan in effect under this Licence;
- (b) the District Manager is satisfied that:
 - (i) the requirements of Paragraphs 8.01, 8.02, 8.03 and 8.04 have been met;
 - (ii) activities and operations under the cutting permit will be consistent with this Licence and the management plan referred to in Subparagraph 8.05(a).

8.06 The District Manager may consult aboriginal group(s) who exercise, or claim to hold an aboriginal interest(s) or proven aboriginal right(s), including aboriginal title, or treaty right(s), if in the opinion of the District Manager, issuance of the cutting permit as submitted and/or operations under the cutting permit may result in:

- (a) an impact to an aboriginal interest(s) that requires consideration of accommodation; or
- (b) an infringement of a proven aboriginal right(s), including aboriginal title, or treaty right(s) that may require justification.

8.07 The District Manager may impose conditions in a cutting permit to address an aboriginal interest(s), or proven aboriginal right, including aboriginal title, or a treaty right(s) if in the opinion of the District Manager, issuance of the cutting permit as submitted would result in:

- (a) an impact to an aboriginal interest(s) that would require consideration of accommodation; or
- (b) an infringement of a proven aboriginal right(s), including aboriginal title, or treaty right(s) that would require justification.

8.08 The District Manager may refuse to issue a cutting permit if in the opinion of the District Manager issuance of the cutting permit or an amendment to a cutting permit would result in:

- (a) an impact to an aboriginal interest(s) or treaty right(s) that could not be reasonably accommodated; or
- (b) an impact to a proven aboriginal right(s), including aboriginal title, or a treaty right(s) that could not be justified.

8.09 If the District Manager:

- (a) determines that a cutting permit may not be issued because the requirements of Paragraph 8.05 have not been met;
- (b) is carrying out consultations under Paragraph 8.06; or
- (c) refuses to issue a cutting permit under Paragraph 8.08;

the District Manager will notify the Licensee within 45 days of the date on which the application for the cutting permit was received.

8.10 A cutting permit must:

- (a) identify the boundaries of the areas of Schedule “A” or “B” Land which, subject to this Licence, the Licensee is authorized to conduct operations;
- (b) specify the term stated in the application;
- (c) specify a timber mark to identify all timber removed under the cutting permit;
- (d) specify, for timber on Schedule “A” Land subject to a timber licence and Schedule “B” Land, whether, for the purpose of determining the amount of stumpage payable in respect of timber removed under the cutting permit, the volume or quantity of timber is to be determined using information provided by;
 - (i) a scale of the timber; or
 - (ii) a cruise of the timber conducted before the timber is cut;
- (e) specify any timber that is reserved from cutting, removal, or cutting and removal; and
- (f) include such other provisions, consistent with this Licence, as determined by the District Manager.

- 8.11 The District Manager may amend a cutting permit only with the consent of the Licensee.
- 8.12 The Licensee may only make application to the District Manager for a cutting permit extension at least 45 days before the expiry of the cutting permit and in a form acceptable to the District Manager.
- 8.13 A cutting permit is deemed to be part of this Licence.
- 8.14 All cutting permits in effect that were issued under the tree farm licence that is replaced by this Licence continue under this Licence for the duration of their respective terms.

9.00 ACCESS AND ACCOMMODATION

- 9.01 Nothing in this Licence authorizes the Licensee to in any way restrict the Crown's right of access to Crown lands.
- 9.02 Any Ministry employee may:
 - (a) enter onto Schedule "A" Land; and
 - (b) use roads owned or deemed to be owned by the Licensee;for any purpose arising out of the administration of this Licence.
- 9.03 The Licensee will allow any person who has been granted rights to timber referred to in Part 2.00 or under Section 69 of the *Forest Act*, to use any road referred to in Subparagraph 9.02(b) for the purpose of exercising rights or fulfilling obligations within the licence area.
- 9.04 The Licensee will not require any payment from a person referred to in Paragraph 9.03 other than a reasonable payment in respect of the actual maintenance costs of the road.
- 9.05 The Ministry may carry out on Crown lands:
 - (a) silviculture operations the Crown is required to carry out under the forestry legislation; and
 - (b) any other silviculture operations, provided it does not:
 - (i) compromise the management plan in effect under this Licence or a forest development plan or forest stewardship plan approved in respect of this Licence; or
 - (ii) unreasonably interfere with the Licensee's operations under this Licence.
- 9.06 Where the Regional Manager, District Manager or Timber Sales Manager carries out silviculture referred to in Paragraph 9.05, the Regional Manager, District Manager or Timber Sales Manager, as the case may be, will ensure the silviculture is consistent with the intent of the management plan in effect under this Licence, except where the Regional Manager or

District Manager is required to depart from the intent of the management plan because of the requirements of a higher level plan or the forestry legislation.

- 9.07 Upon reasonable notice from the Regional Manager, District Manager or Timber Sales Manager, the Licensee will provide a Ministry employee with reasonable office and living accommodation on premises owned or operated by the Licensee in or near the licence area, to enable the Ministry employee to fulfill an obligation or exercise a right under this Licence.
- 9.08 The Licensee may charge the Regional Manager, District Manager or Timber Sales Manager, as the case may be, for costs reasonably incurred in providing the accommodation referred to in Paragraph 9.07.
- 9.09 Subject to safety requirements, the Licensee will not restrict access to Crown lands to any member of a First Nation whose asserted or known aboriginal interests or treaty rights, overlap the TFL, so that they may exercise those aboriginal interests, including fishing, plant gathering, bark stripping, spiritual activities, and hunting, or their treaty rights as described in the relevant treaty. This includes the use of roads identified in 9.02(b).

10.00 CONTRACTORS

- 10.01 Each year during the term of this Licence, the Licensee will ensure that not less than:
 - (a) **50 %** of the volume of timber harvested by or on behalf of the Licensee from the licence area during the year, multiplied by;
 - (b) the result obtained by the division of:
 - (i) the portion of the allowable annual cut that the Chief Forester determines is attributable to Schedule “B” Land; by
 - (ii) the allowable annual cut;is harvested by persons under contract with the Licensee.
- 10.02 Compliance with Paragraph 10.01 will be calculated in accordance with the method prescribed under the *Forest Act* or the regulations made under that Act.
- 10.03 If in a calendar year the volume of timber harvested by persons under contract with the Licensee is less than the volume required under Paragraph 10.01, the Regional Manager, in a notice given to the Licensee, may require the Licensee to pay an amount determined in accordance with Paragraph 10.04.
- 10.04 For the purpose of determining the amount payable under Paragraph 10.03, the Regional Manager will multiply:

- (a) the volume required under Paragraph 10.01, minus the volume harvested during the calendar year by persons under contract; by
 - (b) the average stumpage rate charged for sawlogs in statements or invoices issued to the Licensee during the calendar year in respect of timber harvested under this Licence.
- 10.05 The Minister may relieve the Licensee from the requirements of this part to the extent provided for under the *Forest Act* or the regulations made under that Act.
- 10.06 The Licensee may contract to have more than the volume required under Paragraph 10.01 harvested by persons under contract.

11.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE

- 11.01 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction:
- (a) determines that activities or operations under or pursuant to this Licence will unjustifiably infringe an aboriginal right and/or title or treaty right;
 - (b) grants an injunction further to a determination referred to in Subparagraph 11.01(a); or
 - (c) grants an injunction pending a determination of whether activities or operations under or pursuant to this Licence will unjustifiably infringe an aboriginal right and/or title or treaty right;
- the Regional Manager or District Manager, in a notice given to the Licensee, may vary or suspend, in whole or in part, or refuse to issue a cutting permit, road permit, special use permit or free use permit issued to the Licensee so as to be consistent with the court determination.
- 11.02 Subject to this Licence and forestry legislation, if:
- (a) under Paragraph 11.01, the Regional Manager or District Manager has varied a cutting permit, road permit, special use permit or free use permit issued to the Licensee;
 - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
 - (c) it is practical to do so;
- the Regional Manager or District Manager, at the request of the Licensee, will vary the permit to reflect as closely as possible, for the remainder of its term, the terms and conditions of the permit prior to the variation under Paragraph 11.01.
- 11.03 Subject to this Licence and the forestry legislation, if:

- (a) under Paragraph 11.01, the Regional Manager or District Manager has suspended a cutting permit, road permit, special use permit or free use permit issued to the Licensee;
 - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
 - (c) it is practical to do so;
- the Regional Manager or District Manager, at the request of the Licensee, will reinstate the permit for the remainder of its term.

11.04 Subject to this Licence, if:

- (a) under Paragraph 11.01, the Regional Manager or District Manager has refused to issue a cutting permit, road permit, special use permit or free use permit issued to the Licensee;
 - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
 - (c) it is practical to do so;
- the Regional Manager or District Manager, at the request of the Licensee, will issue the permit.

12.00 REPORTING

12.01 The Regional Manager, in a notice given to the Licensee by April 1, may require the Licensee to submit a report containing such information as the government requires concerning:

- (a) the Licensee's performance of its obligations under or in respect of this Licence; and
- (b) the approved management plan and allowable annual cut rationale and conditions from the Chief Forester's approval letter;

in the previous calendar year if the information is not included in any other reports which the Licensee must submit under the forestry legislation.

12.02 Upon receipt of a notice referred to in Paragraph 12.01, the Licensee, on or before the date specified in the notice, must submit a report to the Regional Manager containing the required information.

12.03 Subject to Paragraph 12.04, the Regional Manager may include the information contained in a report submitted under Paragraph 12.02 in any reports prepared by the Ministry for public review.

12.04 Subject to the *Freedom of Information and Protection of Privacy Act*, the Regional Manager will not disclose information provided in confidence by the Licensee in a report submitted under Paragraph 12.02.

13.00 FINANCIAL AND DEPOSITS

13.01 In addition to any money payable under the forestry legislation in respect of this Licence, a cutting permit, road permit associated with this Licence, special use permit or a free use permit issued to the Licensee, the Licensee will pay to the Crown, immediately upon receipt of a notice, statement or invoice issued on behalf of the Crown:

(a) stumpage under Part 7 of the *Forest Act* in respect of timber removed;

(i) under a cutting permit from;

(A) Schedule "B" Land; or

(B) Schedule "A" Land subject to a timber licence; or

(ii) under a road permit;

at rates determined, redetermined and varied under Section 105 of that Act; and

(b) any payments required under Part 6.00 or Part 10.00 of this Licence.

13.02 During the term of this Licence, the Licensee will maintain with the Crown a deposit in the amount prescribed under the *Forest Act* or the regulations made under that Act, in a form acceptable to the Minister, as security for the Licensee's performance of its obligations under or in respect of this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee.

13.03 If the Regional Manager or District Manager gives the Licensee a notice that an amount has been taken under this part from the deposit, the Licensee, within four weeks of the date on which the notice is given, will pay to the Crown, in a form acceptable to the Minister, an amount sufficient to replenish the deposit.

13.04 If the Licensee fails:

(a) to pay money that the Licensee is required to pay to the Crown under;

(i) this Licence, a cutting permit, road permit, special use permit, free use permit issued to the Licensee; or

(ii) in respect of this Licence, a cutting permit, road permit, special use permit, free use permit issued to the Licensee; or

(b) to otherwise perform its obligations under;

(i) this Licence, a cutting permit, road permit, special use permit, free use permit issued to the Licensee; or

(ii) in respect of this Licence, a cutting permit, road permit, special use permit, free use permit issued to the Licensee;

the Regional Manager or District Manager, after at least four weeks notice to the Licensee, may instruct the Crown agency holding the deposit to take from the deposit;

- (c) an amount equal to the money which the Licensee failed to pay;
- (d) an amount sufficient to cover all costs reasonably incurred by the Regional Manager or District Manager in remedying the Licensee's failure to perform its obligations; or
- (e) an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations;

and for that purpose a security included in the deposit may be realized.

13.05 A notice referred to in Paragraph 13.04 must specify:

- (a) the money which the Licensee has failed to pay or the obligation which the Licensee has failed to perform; and
- (b) the amount the Regional Manager or District Manager intends to take from the deposit.

13.06 Subject to Paragraphs 13.08, 13.09 and 13.10, if:

- (a) the Crown agency holding the deposit, under Paragraph 13.04, takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations; and
- (b) the costs reasonably incurred by the Regional Manager or District Manager in remedying the Licensee's failure to perform its obligations are less than the amount taken from the deposit;

the Crown will as soon as feasible return to the Licensee an amount equal to the difference between the amount taken from the deposit and the costs reasonably incurred by the Regional Manager or District Manager.

13.07 If:

- (a) the Crown agency holding the deposit, under Paragraph 13.04, takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations; and

- (b) the costs reasonably incurred by the Regional Manager or District Manager in remedying the Licensee's failure to perform its obligations are greater than the amount taken from the deposit;

the Crown agency holding the deposit may take from the deposit an additional amount equal to the difference between the costs incurred by the Regional Manager or District Manager and the amount originally taken from the deposit, and for that purpose a security included in the deposit may be realized.

- 13.08 If the Crown agency holding the deposit, under Paragraph 13.04, takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, the Regional Manager or District Manager is under no obligation to remedy the Licensee's failure.

13.09 If:

- (a) the Crown agency holding the deposit, under Paragraph 13.04, takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations;
- (b) the Regional Manager or District Manager does not remedy the Licensee's failure to perform its obligations; and
- (c) the Regional Manager or District Manager gives a notice to the Licensee indicating that the Crown will not be remedying the Licensee's failure to perform its obligations;

subject to Paragraph 13.10, the Crown may retain the amount taken from the deposit under Paragraph 13.04.

13.10 If, after receiving a notice referred to in Paragraph 13.09, the Licensee:

- (a) remedies the failure to perform its obligations; and
- (b) gives a notice to that effect to the Regional Manager or District Manager within three months of the date on which the notice referred to in Paragraph 13.09 is given to the Licensee, or within such longer period as the Regional Manager may approve;

the Crown will return to the Licensee an amount equal to the difference between the amount taken from the deposit and any costs reasonably incurred by the Regional Manager or District Manager in respect of the Licensee's failure to perform its obligations.

13.11 Subject to the *Forest Act* and the regulations made under that Act, the Crown will return to the Licensee the deposit, less deductions made under Paragraphs 13.04 and 13.07, when:

- (a) this Licence expires, or is surrendered; and
- (b) the Minister is satisfied that the Licensee has fulfilled its obligations under this Licence.

14.00 CONDITIONS IMPOSED UPON ACCEPTANCE OR APPROVAL

- 14.01 Where, under this Licence, a Ministry employee has discretion to make his or her acceptance or approval of a document or plan subject to a condition, the Ministry employee will exercise that discretion in a reasonable manner, having regard to the purposes and functions of the Ministry set out in Section 4 of the *Ministry of Forests Act*.
- 14.02 The Licensee, in a notice given to the appropriate Ministry employee within 15 days of the date on which the notice of acceptance or approval is given to the Licensee, may reject any condition to which the acceptance or approval is subject, in which case the notice of approval or acceptance is deemed to be a notice that the applicable document or plan is not accepted or approved for the reasons set out in the conditions.

15.00 LIABILITY AND INDEMNITY

- 15.01 Subject to Paragraph 15.04, the Licensee will indemnify the Crown against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Crown as a result, directly or indirectly, of any act or omission of:
 - (a) the Licensee;
 - (b) an employee of the Licensee;
 - (c) an agent of the Licensee;
 - (d) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to the Licensee's operations, under or associated with this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee; or
 - (e) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation, including but not restricted to the Licensee's operations, under or associated with this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee.
- 15.02 For greater certainty, the Licensee has no obligation to indemnify the Crown under Paragraph 15.01 in respect of any act or omission of:
 - (a) an employee, agent or contractor of the Crown, in the course of carrying out his or her duties as employee, agent or contractor of the Crown; or

- (b) a person, other than the Licensee, to whom the Crown has granted the right to use or occupy Crown land, including a person who has been granted the right to harvest timber referred to in Part 2, in the course of exercising those rights.
- 15.03 The Crown is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.
- 15.04 Paragraph 15.01 does not apply to an act or omission which is a direct response to, and complies with, an order made by a Ministry employee or another officer of the Crown.
- 15.05 Amounts taken under Part 13.00 from the deposit, any payments required under Part 6.00 or Part 10.00, any reductions made under the *Forest Act* and regulations to the portion of the allowable annual cut available to the Licensee, and payments required further to the indemnity referred to in Paragraph 15.01, are in addition to and not in substitution for any other remedies available to the Crown in respect of a default of the Licensee.

16.00 TERMINATION

- 16.01 If this Licence expires and is not replaced under Section 36 of the Forest Act, or is surrendered, cancelled or otherwise terminated:
 - (a) all cutting permits will immediately terminate; and
 - (b) timber, including logs and special forest products, cut under the authority of this Licence and which are still located on Crown land, vest in the Crown, without right of compensation to the Licensee; and
 - (c) unless otherwise agreed to between the District Manager and the Licensee prior to the surrender, cancellation or termination of this Licence, title to all improvements, including roads and bridges, constructed by the Licensee on Crown land under the authority of this Licence vest in the Crown, without right of compensation to the Licensee; and
 - (d) the Licensee may continue to enter and use Crown land for a period of one month after the expiry or termination of this Licence for the purpose of removing the Licensee's property.
- 16.02 The Licensee will not take away any improvements or remove any timber referred to in Subparagraph 16.01(b), unless authorized to do so by the Regional Manager.

16.03 If the Licensee commits an act of bankruptcy, makes a general assignment of its creditors or otherwise acknowledges its insolvency the Licensee is deemed to have failed to perform an obligation under this Licence.

17.00 WAIVER

17.01 No waiver by the Crown of any default non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Crown in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

18.00 NOTICE

18.01 A notice given under this Licence must be in writing.

18.02 A notice given under this Licence may be:

- (a) delivered by hand;
- (b) sent by mail; or
- (c) subject to Paragraph 18.05, sent by facsimile transmission;

to the address or facsimile number, as applicable, specified on the first page of this Licence, or to such other address or facsimile number as is specified in a notice given in accordance with this part.

18.03 If a notice is given under this Licence, it is deemed to have been given:

- (a) if it is given in accordance with Subparagraph 18.02(a), on the date it is delivered by hand;
- (b) if it is given in accordance with Subparagraph 18.02(b), subject to Paragraph 18.04, on the eighth day after it is properly deposited in a Canada Post Office at any place in Canada; and
- (c) if it is given in accordance with Subparagraph 18.02(c), subject to Paragraph 18.05, on the date it is sent by facsimile transmission.

18.04 If, between the time a notice is mailed in accordance with Subparagraph 18.02(b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.

- 18.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.
- 18.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address of the party giving such notice and, from and after the giving of such notice, the address specified will, for purposes of this Licence, be considered to be the address of the party giving such notice.

19.00 MISCELLANEOUS

- 19.01 This Licence will inure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 19.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the parties' obligations under this Licence.
- 19.03 Any power conferred or duty imposed on a Ministry employee referred to in this Licence may be exercised or fulfilled by another Ministry employee designated or authorized to do so by the Minister, the Chief Forester, the Regional Manager, or the District Manager, as appropriate.
- 19.04 The Schedules to this Licence are deemed to be part of this Licence.
- 19.05 Nothing in this Licence or a cutting permit issued under this Licence is to be construed as authorizing the Licensee to engage in any activities or carry out any operations otherwise than in compliance with the requirements of the forestry legislation.
- 19.06 Subject to this Licence and all applicable legislation, including but not restricted to the forestry legislation, the Minister will ensure that the obligations under this Licence of the Ministry employees referred to in this Licence are fulfilled.
- 19.07 The Licensee must:
- (a) comply with the forestry legislation; and
 - (b) ensure that its employees, agents and contractors comply with the forestry legislation when engaging in or carrying out activities or operations under or associated with the Licence.
- 19.08 Nothing in this Licence entitles the Licensee to have an area of Schedule "A" Land subject to a timber licence or Schedule "B" Land, to be replaced with another area, or to have rights awarded under another agreement under the *Forest Act*, in the event:
- (a) timber is damaged or destroyed by pests, fire, wind or other natural causes;
 - (b) an area of land is deleted from the licence area under the forestry legislation, or under any other Act or regulation; or

this Licence expires, is surrendered, is cancelled or otherwise terminated.

19.09 At the request of the Regional Manager or District Manager, the Licensee will survey and define on the ground any or all boundaries of the licence area.

19.10 Where:

- (a) the boundaries of the licence area are based on boundaries established under existing or expired timber licences;
- (b) the legal description of the boundaries of the licence area has been derived from original timber licence survey plans or from reference maps prepared from original timber licence survey plans; and
- (c) the legal description differs from the actual ground location of timber licence corner posts;

the boundaries of the licence area are the boundaries as originally established by the actual ground location of the timber licence corner posts.

19.11 The Licensee will use the services of one or more professional foresters to manage the licence area.

20.00 INTERPRETATION & DEFINITIONS

20.01 This Licence is divided into Parts, Paragraphs, Subparagraphs, Clauses and Subclauses, illustrated as follows:

1.00 Part;

1.01 Paragraph;

(a) Subparagraph;

(i) Clause;

(A) Subclause;

and a reference to a Subparagraph, Clause or Subclause is to be construed as a reference to a Subparagraph, Clause or Subclause of the Paragraph, Subparagraph or clause, as the case may be, in which the reference occurs.

20.02 In this Licence, unless the context otherwise requires:

“aboriginal interest” means a potential aboriginal right or aboriginal title that has not been proven through a court process;

“alienated Crown land” means Crown land which is not available for inclusion in Schedule “A” Land subject to a timber licence or Schedule “B” Land, and, without restricting the generality of the foregoing, includes Crown land which;

(a) is, as of the effective date of this Agreement, within the area of:

- (i) a park, ecological reserve or conservancy;

- (ii) a lease, licence of exclusive occupation, or timber licence held by a person other than the Licensee; or
 - (iii) a highway or road right of way where the highway or road is, or is deemed, declared or determined to be a public highway under the *Highway Act* or a forest service road under the *Forest Act*; or
- (b) becomes vested in the Crown by escheat, reversion, transfer or otherwise during the term of this Agreement, except as provided in the Agreement;

“cutting permit” means a cutting permit, as amended, issued under this Licence, or an amendment to a cutting permit, as the context requires;

“deposit” means the deposit referred to in Paragraph 13.02;

“District Manager” means;

- (a) a District Manager appointed under the *Ministry of Forests Act*, for a forest district in which all or part of the Licence is situated; and
- (b) any person authorized to act as the District Manager to exercise a power or fulfill a duty under this Licence;

“*Forest Act*” means the *Forest Act*, R.S.B.C. 1996, c. 157, as amended from time to time, or the successor to this Act if it is repealed;

“*Forest and Range Practices Act*” means the *Forest and Range Practices Act*, S.B.C. 2002, c. 69 as amended from time to time, or the successor to this Act, if it is repealed;

“forest development plan” means a forest development plan referred to in the *Forest Practices Code of British Columbia Act*;

“forest stewardship plan” means a forest stewardship plan referred to in the *Forest and Range Practices Act*;

“the forestry legislation” includes;

- (a) the *Forest Act*;
- (b) the *Forest Practices Code of British Columbia Act*;
- (c) the *Forest and Range Practices Act*;

and the regulations under those Acts;

“free use permit” means a free use permit issued under the *Forest Act* to;

- (a) the Licensee; or
- (b) to a person other than the Licensee;

to authorize the harvest of timber within the licence area;

“harvest” means to;

- (a) cut;

(b) remove; or

(c) cut and remove;

“higher level plan” means a higher level plan that is applicable to all or part of the licence area;

“licence area” means Schedule “A” and “B” Lands;

“management plan” means a plan approved under the Tree Farm Licence for managing, protecting and conserving both the timber resources and the non-timber values and resources of the licence area, and integrating the primary logging and removal of timber and related activities with use of the licence area for purposes other than timber production;

“manual” means a guideline, guidebook, policy, procedure, or manual set or approved by the Ministry for preparation of;

(a) a timber supply analysis information package;

(b) a timber supply analysis;

(c) a management plan;

(d) inventories referred to in Part 7.00;

“merchantable Crown timber” has the same meaning as described in the Provincial Logging Residue and Waste Measurements Procedure Manual, as amended or replaced from time to time;

“Ministry” means the Ministry of Forests and Range;

“*Ministry of Forests Act*” means the *Ministry of Forests and Range Act* R.S.B.C. 1996, c. 300;

“ministry officer” means an employee of the Ministry;

“person” includes a corporation and a partnership;

“pest” means any animal, insect, fungus, bacteria, virus, nematode, or other organism which is detrimental to effective forest management;

“primary logging” includes felling timber and yarding or forwarding the timber to central landings or road-sides, but not including the removal of the timber from these landings or road-sides;

“Regional Manager” means;

(a) a Regional Manager appointed under the *Ministry of Forests and Range Act*, for a forest region in which all or part of the licence area is situated; and

(b) any person authorized to act as the Regional Manager to exercise a power or fulfill a duty under this Licence;

“remove” means the removal of timber from the licence area and

“removed” and “removing” have the corresponding meanings;

“resource agency” means any governmental agency, ministry or department having jurisdiction over a resource which may be affected by any activity or operation, including but not restricted to activities or operations, engaged in or carried out under or associated with this Licence or a road permit;

“road permit” means a road permit entered into under the *Forest Act* which provides access to timber removed, or to be removed, under this Licence;

“Schedule “A” Land” means the private land and timber licences described in Schedule “A” to this Licence;

“Schedule “B” Land” means the Crown land described in Schedule “B” to this Licence;

“Timber Harvesting Land Base” means the portion of the total licence area considered to contribute to, and be available for, long-term timber supply;

“Timber Sales Manager” means;

(a) a Timber Sales Manager appointed under the *Ministry of Forests and Range Act* for a BC timber sales business area in which all or part of the Licence is situated; and

(b) any person authorized by the Timber Sales Manager to exercise a power or fulfil a duty under this Licence;

“timber supply analysis” means an analysis of the short-term and long-term availability of timber in the licence area, including an analysis of the short and long-term effect of management practices on the availability of timber;

“timber supply analysis information package” means information relating to the preparation of a timber supply analysis, including information regarding the assumptions to be incorporated into a timber supply analysis, and the methodology to be used in the timber supply analysis;

“timber supply forester” means the Ministry officer designated by the Chief Forester to review the timber supply analysis information package and the timber supply analysis;

“20-year plan” means an operational timber supply projection for the licence area, prepared in support of a timber supply analysis, that indicates the availability of timber over a period of not less than 20 years;

“waste” has the same meaning as described in the *Provincial Logging Residue and Waste Measurement Procedures Manual*;

“*Wildfire Act*” means the *Wildfire Act*, S.B.C. 2004, c. 31, as amended from time to time, or the successor to this Act if it is repealed;

20.03 Unless otherwise provided in Paragraph 20.02, if a word or phrase used in this Licence is defined in the *Forest Act*, the *Forest and Range Practices*

Act, the *Forest Practices Code of British Columbia Act* or the *Wildfire Act*, the definition in the Act applies to this Licence, and where the word or phrase in the Act is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.

20.04 If a provision of the *Forest Act*, the *Forest and Range Practices Act*, the *Forest Practices Code of British Columbia Act* or the *Wildfire Act* referred to in this Licence is renumbered, the reference in this Licence is to be construed as a reference to the provision as renumbered.

20.05 In this Licence, unless the context otherwise requires:

- (a) the singular includes the plural and the plural includes the singular; and
- (b) the masculine, the feminine and the neuter are interchangeable.

IN WITNESS WHEREOF this Licence has been executed by the Minister and the Licensee on the date dates written below.

SIGNED by the)
Minister)
on behalf of Her Majesty)
the Queen in Right of)
the Province of)
British Columbia)
in the presence of:)

Colin Hansen)
Signature)

Colin Hansen)
Printed Name)

Pat Bell
The Honourable Pat Bell
Minister of Forests and Range

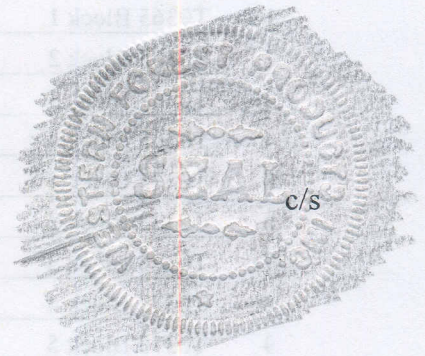
007 20 / 09
Dated

THE COMMON SEAL of)
the Licensee was affixed)
in the presence of:)

Abbeey Jones)
Signature)

Abbeey Jones)
Printed Name)

(or)



SIGNED by the Licensee)
in the presence of:)

Abbeey Jones)
Signature)

Abbeey Jones)
Printed Name)

Stephen Frasher
Licensee

STEPHEN FRASHER, PRES & CEO
Printed Name and Title

NOV 19, 2009
Dated

SCHEDULE “A”
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN GRANTS & TIMBER LICENCES

SCHEDULE “A”

1.00 Fee simple private forest lands subject to **Tree Farm Licence 6** and Crown land subject to timber licences contained within the boundaries of the Tree Farm Licence and subject to the Licence.

BLOCK 1	CROWN GRANTS
Total Crown Grants	NIL

	BLOCK 1	TIMBER LICENCES
	TIMBER LICENCES	LAND DISTRICT
		HECTARES
1	T0365 Block 1	Rupert
2	T0365 Block 2	Rupert
3	T0365 Block 3	Rupert
4	T0365 Block 4	Rupert
5	T0373 Block 1	Rupert
6	T0373 Block 2	Rupert
7	T0373 Block 3	Rupert
8	T0373 Block 4	Rupert
9	T0373 Block 5	Rupert
10	T0386 Block 1	Rupert
11	T0386 Block 2	Rupert
12	T0386 Block 3	Rupert
13	T0386 Block 4	Rupert
14	T0386 Block 5	Rupert
15	T0386 Block 6	Rupert
16	T0386 Block 7	Rupert
17	T0386 Block 8	Rupert
18	T0391 Block 1	Rupert
19	T0391 Block 2	Rupert
20	T0391 Block 3	Rupert
21	T0391 Block 4	Rupert
22	T0399 Block 1	Rupert
23	T0399 Block 2	Rupert
24	T0399 Block 3	Rupert

SCHEDULE "A"
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN GRANTS & TIMBER LICENCES

BLOCK 1 Cont.		TIMBER LICENCES	
	TIMBER LICENCES	LAND DISTRICT	HECTARES
25	T0399 Block 4	Rupert	209.0
26	T0408 Block 1	Rupert	112.0
27	T0408 Block 2	Rupert	165.0
28	T0408 Block 3	Rupert	134.0
29	T0408 Block 4	Rupert	6.0
30	T0408 Block 5	Rupert	180.0
31	T0408 Block 6	Rupert	119.0
32	T0408 Block 7	Rupert	117.0
33	T0421 Block 1	Rupert	259.0
34	T0421 Block 2	Rupert	129.0
35	T0421 Block 3	Rupert	245.0
36	T0421 Block 4	Rupert	83.0
37	T0428 Block 1	Rupert	144.0
38	T0428 Block 2	Rupert	167.0
39	T0440 Block 1	Rupert	20.0
40	T0440 Block 3	Rupert	60.0
41	T0445 Block 1	Rupert	115.0
42	T0445 Block 2	Rupert	259.0
43	T0445 Block 3	Rupert	168.0
44	T0445 Block 4	Rupert	159.0
45	T0457 Block 2	Rupert	259.0
46	T0457 Block 2	Rupert	259.0
47	T0457 Block 3	Rupert	259.0
48	T0464 Block 1	Rupert	42.0
49	T0464 Block 2	Rupert	118.0
50	T0464 Block 3	Rupert	111.0
51	T0464 Block 4	Rupert	168.0
52	T0470 Block 1	Rupert	226.0
53	T0470 Block 2	Rupert	259.0
54	T0470 Block 3	Rupert	172.0
55	T0475 Block 1	Rupert	40.0
56	T0475 Block 2	Rupert	137.0
57	T0475 Block 3	Rupert	102.0
58	T0475 Block 4	Rupert	87.0

SCHEDULE "A"
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN GRANTS & TIMBER LICENCES

BLOCK 1 Cont.		TIMBER LICENCES	
	TIMBER LICENCES	LAND DISTRICT	HECTARES
59	T0475 Block 5	Rupert	622.0
60	T0475 Block 6	Rupert	701.0
61	T0481 Block 1	Rupert	1,804.0
62	T0481 Block 2	Rupert	65.0
63	T0497 Block 1	Rupert	305.0
64	T0497 Block 2	Rupert	90.0
65	T0497 Block 3	Rupert	52.0
66	T0501 Block 1	Rupert	70.0
67	T0501 Block 2	Rupert	17.0
68	T0501 Block 3	Rupert	25.0
69	T0501 Block 4	Rupert	68.0
70	T0501 Block 5	Rupert	57.0
71	T0501 Block 6	Rupert	22.0
72	T0508 Block 1	Rupert	136.0
73	T0508 Block 2	Rupert	188.0
74	T0508 Block 3	Rupert	161.0
75	T0508 Block 4	Rupert	76.0
76	T0514 Block 1	Rupert	346.0
77	T0514 Block 2	Rupert	258.0
78	T0514 Block 3	Rupert	185.0
79	T0514 Block 4	Rupert	194.0
80	T0514 Block 5	Rupert	184.0
81	T0514 Block 6	Rupert	259.0
82	T0514 Block 7	Rupert	135.0
83	T0514 Block 8	Rupert	42.0
84	T0514 Block 9	Rupert	138.0
85	T0514 Block 10	Rupert	69.0
86	T0514 Block 11	Rupert	126.0
87	T0526 Block 1	Rupert	259.0
88	T0526 Block 2	Rupert	259.0
89	T0526 Block 3	Rupert	259.0
90	T0526 Block 4	Rupert	259.0
91	T0526 Block 5	Rupert	259.0
92	T0526 Block 6	Rupert	259.0

SCHEDULE "A"
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN GRANTS & TIMBER LICENCES

BLOCK 1 Cont.		TIMBER LICENCES	
TIMBER LICENCES	LAND DISTRICT	HECTARES	
93	T0526 Block 7	Rupert	259.0
94	T0526 Block 8	Rupert	205.0
95	T0526 Block 9	Rupert	256.0
96	T0530 Block 1	Rupert	330.0
97	T0530 Block 2	Rupert	432.0
98	T0530 Block 3	Rupert	147.0
99	T0530 Block 4	Rupert	400.0
100	T0530 Block 5	Rupert	413.0
101	T0530 Block 6	Rupert	259.0
102	T0530 Block 7	Rupert	164.0
103	T0530 Block 8	Rupert	195.0
104	T0530 Block 9	Rupert	215.0
105	T0530 Block 10	Rupert	174.0
106	T0599 Block 1	Rupert	2,121.0
107	T0599 Block 2	Rupert	134.0
108	T0599 Block 3	Rupert	127.0
109	T0599 Block 4	Rupert	83.0
110	T0599 Block 5	Rupert	120.0
111	T0640 Block 1	Rupert	68.0
112	T0640 Block 2	Rupert	25.0
113	T0640 Block 3	Rupert	52.0
114	T0640 Block 4	Rupert	105.0
115	T0640 Block 5	Rupert	52.0
116	T0640 Block 6	Rupert	193.0
117	T0640 Block 7	Rupert	18.0
118	T0640 Block 8	Rupert	201.0
119	T0640 Block 9	Rupert	34.0
120	T0640 Block 10	Rupert	16.0
121	T0640 Block 11	Rupert	25.0
122	T0640 Block 12	Rupert	38.0
123	T0655 Block 1	Rupert	77.0
124	T0655 Block 2	Rupert	74.0
125	T0660	Rupert	1,032.0
126	T0664	Rupert	1,274.0

SCHEDULE "A"
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN GRANTS & TIMBER LICENCES

BLOCK 1 Cont.		TIMBER LICENCES	
	TIMBER LICENCES	LAND DISTRICT	HECTARES
127	T0670	Rupert	476.0
128	T0680	Rupert	80.0
129	T0687	Rupert	204.0
130	T0693	Rupert	907.0
131	T0699	Rupert	259.0
132	T0700	Rupert	435.0
	BLOCK 1	Total Timber Licences	26,796.0

BLOCK 2		CROWN GRANTS	
		Total Crown Grants	NIL

BLOCK 2		TIMBER LICENCES	
	TIMBER LICENCES	LAND DISTRICT	HECTARES
1	T0004 Block 1	Rupert	67.0
2	T0004 Block 5	Rupert	53.0
3	T0004 Block 7	Rupert	47.0
4	T0004 Block 8	Rupert	9.0
5	T0015	Rupert	18.0
6	T0026	Rupert	58.0
7	T0037 Block 1	Rupert	10.0
8	T0037 Block 2	Rupert	56.0
9	T0037 Block 3	Rupert	30.0
10	T0172	Rupert	65.0
11	T0180	Rupert	58.0
12	T0191	Rupert	138.0
13	T0200	Rupert	35.0
14	T0218	Rupert	85.0
	BLOCK 2	Total Timber Licences	729.0

SCHEDULE "A"
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN GRANTS & TIMBER LICENCES

SUMMARY OF AREAS FOR BLOCK 1 AND 2	
CROWN GRANTS	
BLOCK 1	Nil
BLOCK 2	Nil
TOTAL	Nil

TIMBER LICENCES	
BLOCK 1	26,796.0 ha
BLOCK 2	729.0 ha
TOTAL	27,525.0 ha
GRAND TOTAL	27,525.0 ha

SCHEDULE "B"
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE

SCHEDULE "B"

Interpretation for Schedule B, TFL 06

1. Schedule "B" Land

- 1.1 For the purposes of the definition of "Schedule 'B' Land" in Paragraph 20.02 of this Licence, "Crown land described in Schedule 'B'" means all Crown land within the boundaries described in Paragraph 2 (metes and bounds) and any land added since the boundaries were established, and excluding the following:
Alienated Crown Land, and any land deleted since the boundaries were established. This includes the following deletions that occurred during the term of the last agreement which began on March 1, 2000:

- (1) Instrument No. 84, dated March 6, 2002, deleting 30 hectares;
- (2) Instrument No. 90, dated July 23, 2004, for a net deletion of 22.2 hectares.
- (3) Instrument No. 97, dated July 15, 2009, for a deletion of 11 399 hectares.

2. Boundaries

- 2.1 The boundaries referred to in Paragraph 1 are as follows:
"Metes and bounds legal description"

3. Interpretation

- 3.1 "Alienated Crown Land" means alienated Crown land as described in Paragraph 20.02.
- 3.2 The map(s) accompanying this Schedule are for convenience only, and do not reflect the changes to the TFL 6 boundary identified in 1.1 above, or the removal of all remaining private land from TFL 6 effective January 1, 2007. If there is any discrepancy between the map(s) and the description of boundaries in Paragraph 2, the description in Paragraph 2 will be deemed to be correct.
- 3.3 All alienated Crown Land may not be identified as such on the attached Schedules and maps.

Note: Crown land does not include land owned by an agent of the Crown, nor land vested in the federal Crown.

SCHEDULE “B”
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE

All Crown lands not otherwise alienated within the area outlined in bold black on the accompanying map except Crown land reverted subsequent to 1971, which was subject to an old temporary tenure (within the meaning of the *Forest Act* assented to March 30, 1972) and held by a person other than the licensee.

BLOCK ONE

Commencing at the most southerly southwest corner of Lot 224, Rupert Land District, also being a point on the natural boundary of Rupert Inlet on the northerly shore thereof; thence due south to a point due west of the most northerly northwest corner of Section 9, Township 4; thence east to the most northerly northwest corner of said Section 9; thence easterly and southerly along the northerly and easterly boundaries of said Section 9 to the southeast corner thereof; thence southerly along the easterly boundary of Section 4 to the southeast corner thereof; thence south 4.828 kilometres; thence west 805 metres; thence south 1.612 kilometres; thence west 1.609 kilometres; thence south 805 metres; thence east 805 metres; thence south 2.414 kilometres; thence east 402 metres; thence south 805 metres; thence east 402 metres; thence south 805 metres; thence east 805 metres; thence south 805 metres; thence east 1.289 kilometres, more or less, to the natural boundary of Alice Lake on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Alice Lake on the westerly shore thereof to the northwest corner of Lot 1 of Lot 202, Plan 23811, deposited in Victoria Land Title Office; thence southerly and easterly along the westerly and southerly boundaries of said Lot 1 to the natural boundary of aforesaid Alice Lake on the westerly shore thereof; thence in a general southerly, easterly and northerly direction along the natural boundaries of said Alice Lake on the westerly, southerly and easterly shores thereof to a point 1.200 kilometres south

SCHEDULE “B”
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE

and 1.980 kilometres east of the southwest corner of said Lot 1; thence south 2.030 kilometres; thence east 1.609 kilometres; thence south 1.207 kilometres; thence east 815 metres, more or less, to the easterly boundary of the watershed of Yootook Creek; thence in a general southeasterly and southwesterly direction along the northeasterly and southeasterly boundaries of the watershed of said Yootook Creek to the easterly boundary of the watershed of Victoria Lake; thence in a general southerly and westerly direction along the easterly and southerly boundaries of the watershed of said Victoria Lake to the southerly boundary of the watershed of Neroutsos Inlet; thence in a general westerly and northerly direction along the southerly and westerly boundaries of the watershed of said Neroutsos Inlet to a point 12.400 kilometres east and 3.300 kilometres south of the southeast corner of Lot 734; thence north 430 metres; thence west 402 metres; thence north 402 metres; thence west 402 metres; thence north 402 metres; thence east 140 metres, more or less, to the westerly boundary of the watershed of aforesaid Neroutsos Inlet; thence in a general northwesterly direction along the westerly boundary of the watershed of said Neroutsos Inlet to the southerly boundary of the watershed of Mahatta Creek; thence in a general westerly and northwesterly direction along the southerly and westerly boundaries of the watershed of said Mahatta Creek to a point due east of a point on the westerly boundary of Lot 732, said point being 287 metres south of the northwest corner of said Lot 732; thence west to said point on the westerly boundary of said Lot 732; thence northerly along the westerly boundary of said Lot 732 to the northwest corner thereof; thence north 2.943 kilometres; thence west 3.219 kilometres; thence north 4.828 kilometres; thence east 1.609 kilometres; thence north 1.207 kilometres; thence west 402 metres; thence north 402 metres; thence west 813 metres, more or less, to the southeast corner of Lot 674^A; thence westerly along the southerly boundary of said Lot 674^A to the

SCHEDULE “B”
TREE FARM LICENCE 6
QUATSINO TREE FARM LICENCE
DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE

southwest corner thereof; thence west 1.609 kilometres, more or less, to the westerly boundary of Lot 675; thence south 1.609 kilometres; thence west 1.609 kilometres; thence south 130 metres, more or less, to the southwesterly boundary of the watershed of Quatsino Sound; thence in a general northwesterly direction along the southwesterly boundary of the watershed of said Quatsino Sound to Cliffe Point; thence westerly in a straight-line to Kains Point, being a point on the natural boundary of said Quatsino Sound on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said Quatsino Sound on the northwesterly shore thereof to Cape Parkins being a point on the natural boundary of Pacific Ocean on the easterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Pacific Ocean on the easterly shore thereof to the southerly boundary of Raft Cove Provincial Park, established by Order In Council 365, approved and ordered March 8, 1990; thence in a general northeasterly, northerly, westerly and southwesterly direction along the southeasterly, easterly, northerly and northwesterly boundaries of said Raft Cove Provincial Park to the natural boundary of said Pacific Ocean on the easterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Pacific Ocean on the easterly shore thereof to the southerly boundary of the watershed of San Josef Bay; thence a general easterly direction along the southerly boundary of the watersheds of San Josef Bay and San Josef River to the southerly boundary of Section 11, Township 41; thence easterly and northerly along the southerly and easterly boundaries of said Section 11 to the southerly boundary of the watershed of said San Josef River; thence in a general easterly direction along the southerly boundary of the watershed of said San Josef River to the westerly boundary of Section 8, Township 37; thence northerly and easterly along the westerly and northerly boundaries of the southwest

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quarter and northeast quarter of said Section 8 to the southwest corner of Section 16; thence easterly along the southerly boundaries of Sections 16 and 15 to the southeast corner of the west half of said Section 15; thence northerly along the easterly boundaries of the west half of said Section 15 and the southwest quarter of Section 22 to the northeast corner of the southwest quarter of said Section 22; thence westerly along the northerly boundaries of the southwest quarter of said Section 22 and the southeast quarter of Section 21 to the northwest corner of the southeast quarter of said Section 21; thence northerly and westerly along the easterly and northerly boundaries of the northwest quarter of said Section 21 to the southeast corner of Section 29; thence northerly along the easterly boundaries of Sections 29 and 32 to the northeast corner of said Section 32; thence east 4.828 kilometres; thence north 1.609 kilometres; thence east 1.636 kilometres; thence northeasterly in a straight-line to the southwest corner of Section 17, Township 33; thence easterly along the southerly boundary of said Section 17 1.070 kilometres; thence north 67 metres; thence south 89 degrees 05 minutes east 767 metres; thence south 88 degrees 35 minutes east 794 metres; thence south 89 degrees 38 minutes east 803 metres; thence south 89 degrees 17 minutes east 473 metres; thence south 1.069 kilometres; thence east 869 metres; thence south 1.609 kilometres; thence east 210 metres; thence south 280 metres, more or less, to the westerly boundary of the watershed of Nahwitti River; thence in a general southeasterly direction along the southwesterly boundary of the watershed of said Nahwitti River to a point 4.310 kilometres west and 2.680 kilometres north of Triangulation Station "Nahwitti S.", coordinates 50 degrees 41 minutes 23.1736 seconds latitude and 127 degrees 50 minutes 15.9063 seconds longitude; thence north 130 metres; thence east 1.587 kilometres; thence south 650 metres, more or less, to the easterly boundary of the watershed of Hepler Creek; thence in a general

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southeasterly direction along the easterly boundary of the watershed of said Hepler Creek and the westerly boundary of the watershed of Mead Creek to a point 310 metres west and 1.140 kilometres south of aforesaid Triangulation Station "Nahwitti S."; thence east 1.100 kilometres; thence easterly in a straight-line to the northwest corner of Section 18, Township 20; thence easterly and southerly along the northerly and easterly boundaries of said Section 18 to the southeast corner thereof; thence easterly along the southerly boundaries of Sections 17, 16, 15, 14 and 13 of said Township 20, and Sections 18, 17 and 16 of Township 9 to the southeast corner of said Section 16; thence northerly along the easterly boundary of said Section 16 to the southwest corner of the north half of Section 15; thence easterly along the southerly boundaries of the north halves of Sections 15 and 14 to the southeast corner of the northwest quarter of said Section 14; thence south 0 degrees 17 minutes east 805 metres; thence south 89 degrees 43 minutes west 805 metres; thence south 0 degrees 57 minutes east 3.253 kilometres; thence north 89 degrees 43 minutes east 805 metres, more or less, to the northwest corner of the northeast quarter of Section 35, Township 10; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Section 35 to the northwest corner of Section 36; thence easterly and southerly along the northerly and easterly boundaries of said Section 36 to the northeast corner of Section 25; thence southerly along the easterly boundary of said Section 25 to the northerly limit of Plan 2555RW; thence in a general westerly and southwesterly direction along the northerly and westerly limits of said Plan 2555RW to the northerly boundary of aforesaid Lot 224; thence westerly, northerly, westerly, southerly and southeasterly along the northerly, easterly, westerly and southwesterly boundaries of said Lot 224 to the most southerly southwest corner thereof, being the point of commencement.

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Excluding thereout all that foreshore and land covered by water within the above described area, and

Indian Reserve No. 1, Quattishe, Rupert Land District

Indian Reserve No. 2, Toh-quo-eugh, Rupert Land District

Indian Reserve No. 3, Pa-cat'l-lin-ne, Rupert Land District

Indian Reserve No. 4, Kultah, Rupert Land District

Indian Reserve No. 5, Cayilth, Rupert Land District

Indian Reserve No. 6, Cayuse, Rupert Land District

Indian Reserve No. 7, Teeta, Rupert Land District

Indian Reserve No. 8, Mah-te-night, Rupert Land District

Indian Reserve No. 9, Clatux, Rupert Land District

Indian Reserve No. 11, O-ya-kum-la, Rupert Land District

Indian Reserve No. 12, Quatleyo, Rupert Land District

Indian Reserve No. 13, Grasspoint, Rupert Land District

Indian Reserve No. 14, Clienna, Rupert Land District

Indian Reserve No. 15, Pulcah, Rupert Land District

Indian Reserve No. 16, Ah-we-cha-ol-to, Rupert Land District

Indian Reserve No. 17, Maquazneecht, Rupert Land District

Indian Reserve No. 18, Quatsino Subdivision, Lot 1, Plan 24310, Section 14,

Victoria Land Title District, Rupert Land District

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And excluding the area described as follows, as per Instrument Number 82 dated October 1998:

Commencing at a point 659 metres south and 4.604 kilometres east of the southeast corner of Lot 734, Rupert Land District, being the intersection of the easterly limit of an unsurveyed truck road (company road Branch 190) and the left natural boundary of Mahatta Creek; thence northwesterly along the easterly limit of said unsurveyed road to a point 3.880 east and 641 metres north of the southeast corner of said Lot 734; thence (approximately following a south facing ridge as indicated by breaklines on TRIM DEM Base 092L032) on a bearing of 67 degrees a distance of 200 metres; thence on a bearing of 47 degrees a distance of 75 metres; thence on a bearing of 21 degrees a distance of 265 metres; thence on a bearing of 46 degrees a distance of 500 metres; thence due north 350 metres; thence on a bearing of 11 degrees a distance of 150 metres; thence on a bearing of 45 degrees a distance of 113 metres, more or less, to the northerly boundary of the watershed of Mahatta Creek; thence in a general easterly, southerly and westerly direction along the northerly, easterly and southerly boundaries of the watershed of said Mahatta Creek to a point 2.883 kilometres due south and 4.287 kilometres due east of the southeast corner of said Lot 734; thence due north 123 metres, more or less, to the right natural boundary of a Tributary Creek that flows northerly into said Mahatta Creek; thence in a general northeasterly and northerly direction following the right natural boundary of said Tributary Creek of Mahatta Creek to the left natural boundary of said

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Mahatta Creek; thence in a general northerly direction along the left natural boundary of said Mahatta Creek to the intersection with the easterly limit of said unsurveyed company truck road (Branch 190), being the point of commencement.

Save and excepting thereout all foreshore and land covered by water within the above described area.

Total area of deletion = 1896.11 hectares, more or less.

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BLOCK TWO

Commencing at the northwest corner of Lot 25, Rupert Land District, being a point on the natural boundary of Port McNeill on the southerly shore thereof; thence southerly along the westerly boundary of said Lot 25 to the easterly limit of a road right of way as shown on plan of survey made by Fred Nash, B.C.L.S. and completed on the 26th day of May 1956 and filed in the Ministry of Crown Lands, Surveyor General Branch under Plan 8, Tube 95; thence in a general southwesterly direction along the easterly limit of said road right of way as shown on Plan 8, Tube 95 to a point 402 metres south and 131 metres east of the confluence of Three Lakes Creek and the southerly outlet of Angler Lake; thence west 2.857 kilometres; thence north 27 degrees west 3.601 kilometres; thence west 4.023 kilometres; thence north 1.609 kilometres; thence west 1.609 kilometres; thence north 3.219 kilometres, more or less, to the southerly boundary of Section 36, Township 12; thence westerly along the southerly boundaries of Sections 36 and 35 to the southeast corner of the southwest quarter of said Section 35; thence northerly and westerly along the easterly and northerly boundaries of southwest quarter of said Section 35 to the northwest corner thereof; thence northerly along the westerly boundaries of Section 35, Township 12 and Sections 2 and 11, Township 4 to the northwest corner of said Section 11; thence westerly along the southerly boundary of the east half of Section 15 to the southwest corner thereof; thence northerly along the westerly boundaries of the east halves of Sections 15 and 22 to the southeast corner of the northwest quarter of said Section 22; thence westerly along the southerly boundary of the northwest quarter of said

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Section 22 to the southwest corner thereof; thence northerly along the westerly boundaries of Sections 22 and 27 to the northwest corner of said Section 27; thence westerly along the southerly boundary of Section 33 to the southwest corner thereof; thence northerly along the westerly boundaries of Section 33, Township 4 and Sections 4 and 9, Township 6 to the northwest corner of said Section 9; thence easterly along the southerly boundaries of Sections 16, 15 and 14 to the northeast corner of the west half of Section 11; thence southerly along the easterly boundary of the west half of said Section 11 to the southeast corner thereof; thence easterly along the southerly boundaries of Sections 11 and 12 to the southwest corner of the southeast quarter of said Section 12; thence northerly along the westerly boundary of the southeast quarter of said Section 12 to the northwest corner thereof; thence easterly along the northerly boundaries of the south halves of Section 12, Township 6 and Section 7, Township 5 to the northeast corner of the south half of said Section 7; thence northerly and easterly along the westerly and northerly boundaries of Section 8 to the natural boundary of Queen Charlotte Strait on the southerly shore thereof; thence in a general southeasterly direction along the natural boundary of said Queen Charlotte Strait on the southerly shore thereof to the northwest corner of the east half of Lot 22, Plan 1901-R, Victoria Land Title Office; thence southerly along the westerly boundary of said east half of Lot 22, Plan 1901-R to the most westerly northwest corner of Lot 2 of the east half of Lot 22 and Section 9, Plan 38127; thence southeasterly, easterly, northeasterly and northerly along the northeasterly, northerly, northwesterly and westerly boundaries of said Lot 2 of the east half of Lot 22

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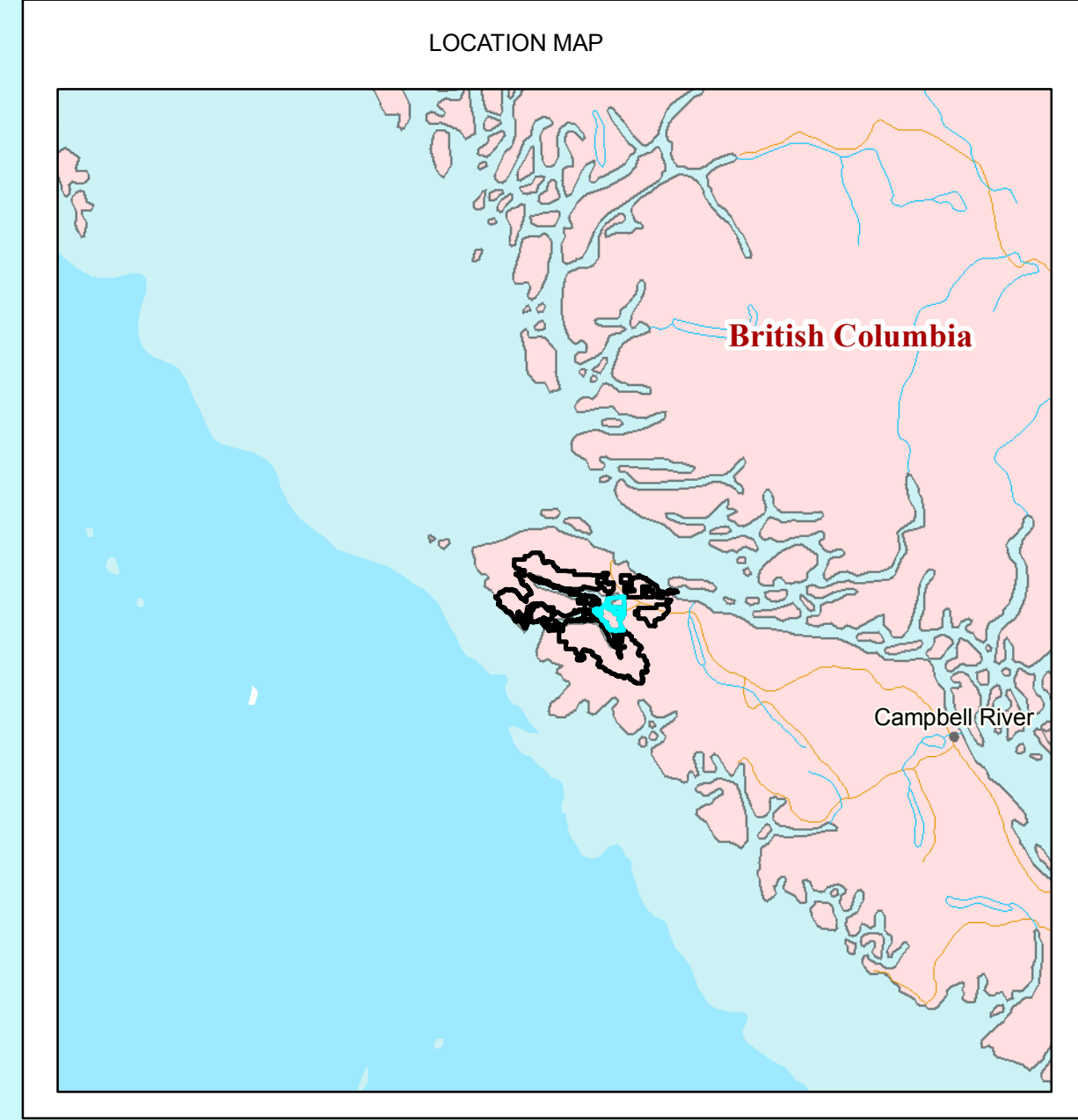
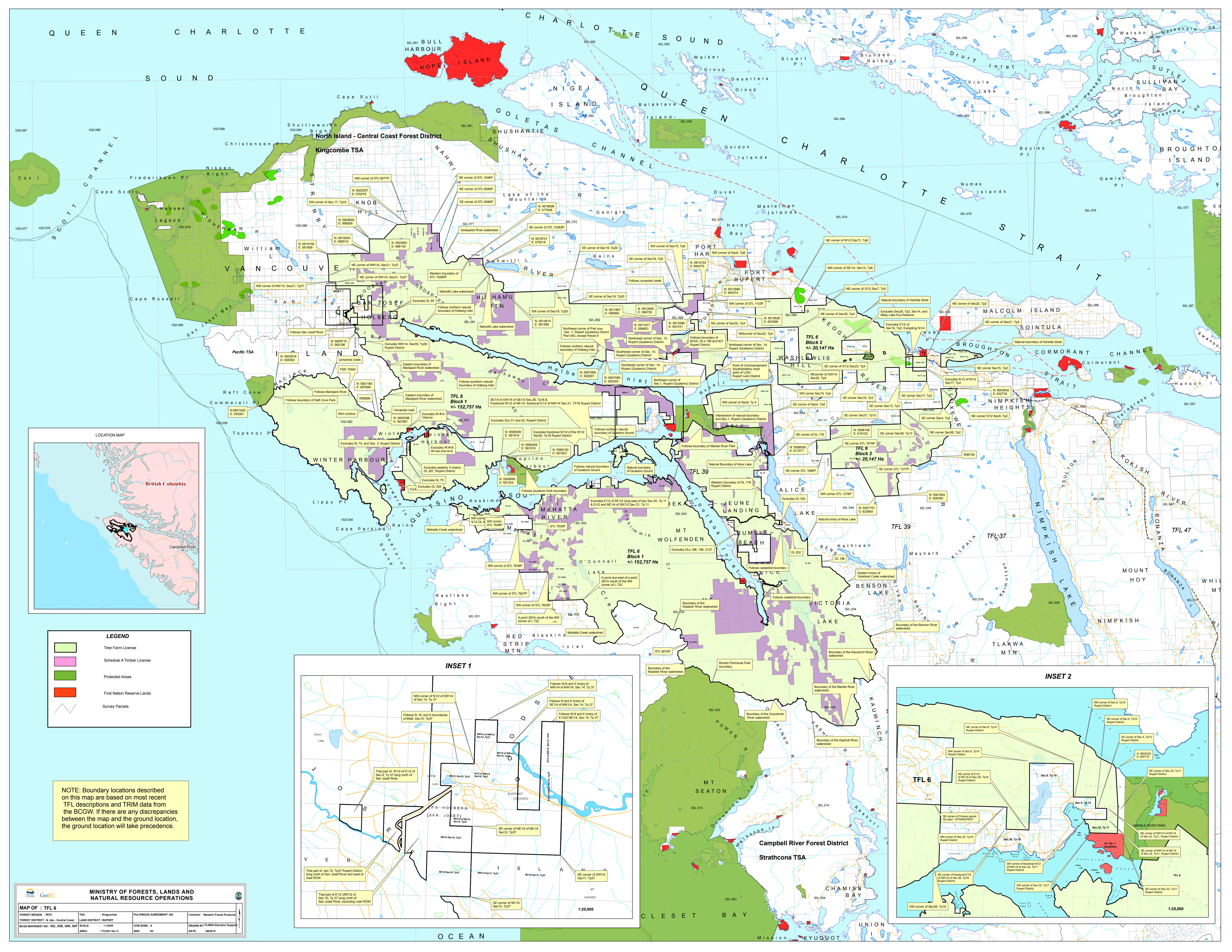
and Section 9, Plan 38127 to the natural boundary of aforesaid Queen Charlotte Strait on the southerly shore thereof; thence easterly along the natural boundary of said Queen Charlotte Strait on the southerly shore thereof to the westerly boundary of Indian Reserve No. 7 “Klickseewy”; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Indian Reserve No. 7 to the natural boundary of Broughton Strait on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Broughton Strait on the southerly shore thereof to Ledge Point; thence in a general westerly, southerly and easterly direction along the natural boundary of aforesaid Port McNeill on the northerly, westerly and southerly shores thereof to the northwest corner of aforesaid Lot 25, being the point of commencement.

Save and excepting thereout all that foreshore and land covered by water within the above described area.

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TFL MAP(s)

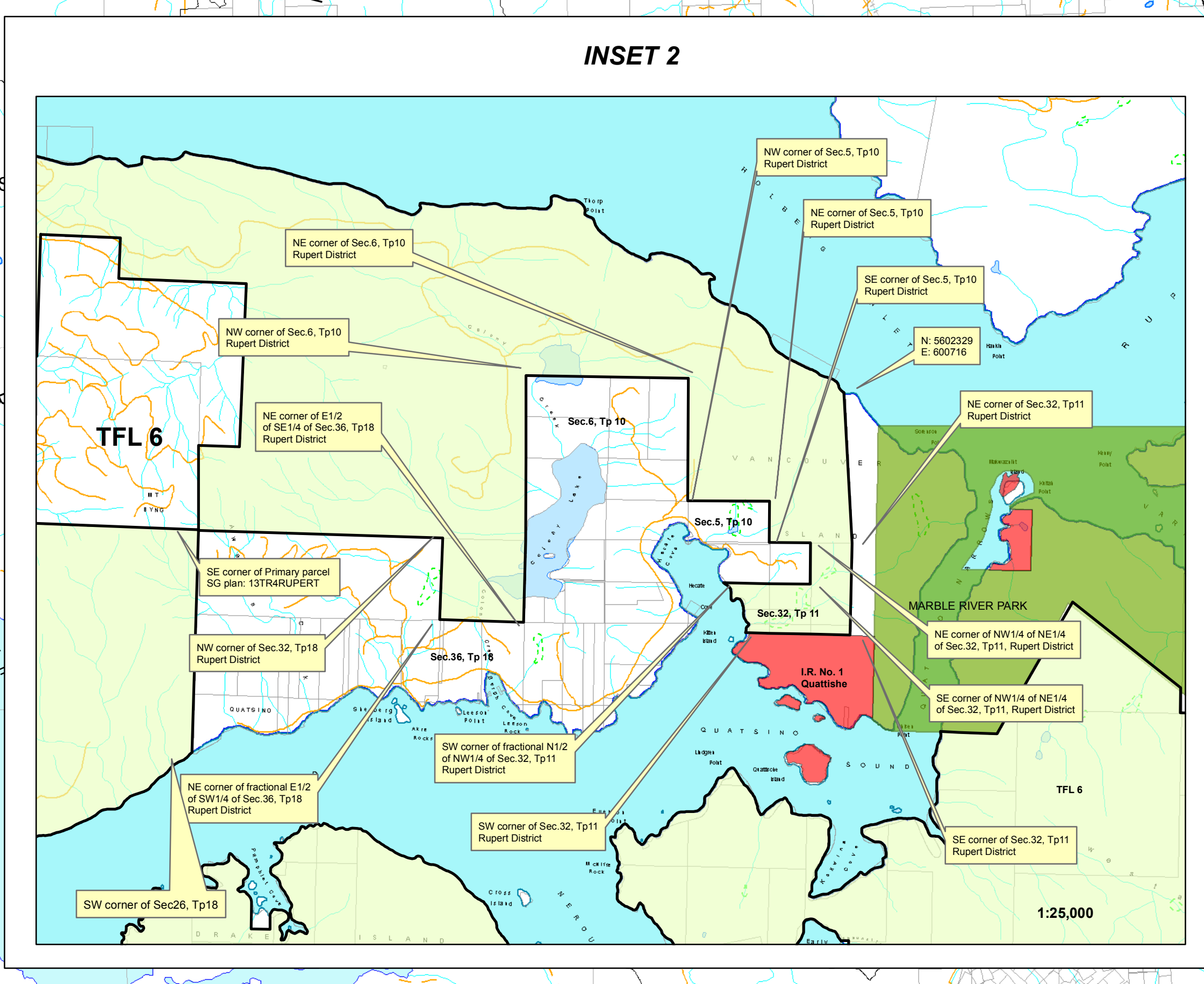
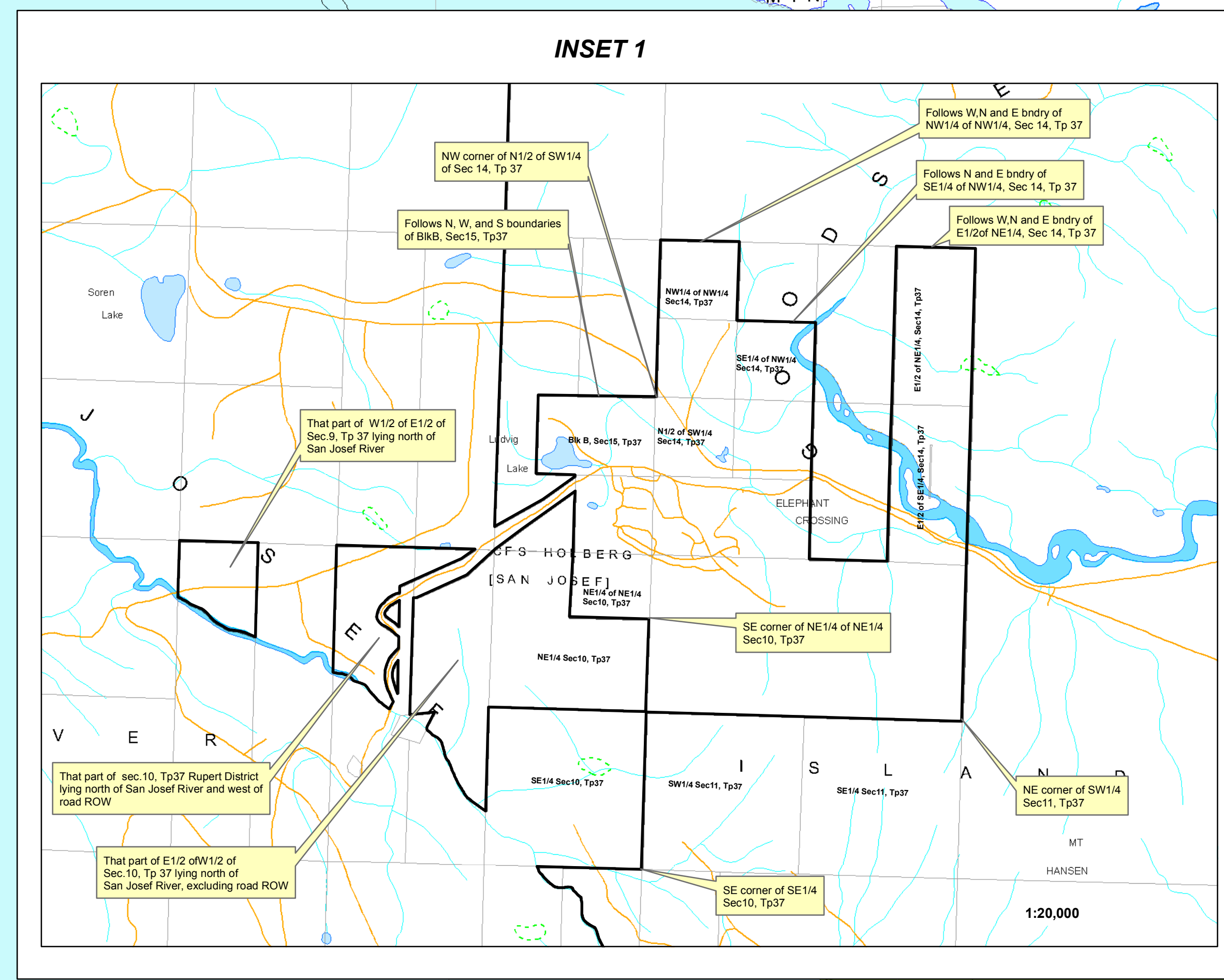
The bold black line on the following map(s) generally describes the outer boundary of TFL 6 in March 2000, and does not reflect changes to the boundaries of TFL 6 since that time.



LEGEND

- Tree Farm License
- Schedule A Timber License
- Protected Areas
- First Nation Reserve Lands
- Survey Parcels

NOTE: Boundary locations described on this map are based on most recent TFL descriptions and TRIM data from the BCGW. If there are any discrepancies between the map and the ground location, the ground location will take precedence.



MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS

MAP OF : TFL 6

FOREST REGION : RCO	TSA : Kingcombe	PULPWOOD AGREEMENT : NA	Licensee : Western Forest Products
FOREST DISTRICT : N. Inle - Central Coast	LAND DISTRICT : RUPERT		
BCGS MAPSHEET NO. : 82L, 82K, 82K, 82L	SCALE : 1:125,000	UTM ZONE : 19	DRAWN BY : FLNRD-Debra Soper
	AREA : 172,817 Ha	MAP : 1:3	DATE : 06/2012

1:25,000