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Licence No.: 815957

File No.: 8015911

Disposition No.: 932278

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THIS AGREEMENT is dated for reference April 27, 2022.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the “Province”)

**AND:**

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**  
Suite 900 1111 W Georgia Street  
Vancouver, BC V6E 4G2

(the “Client”)

**WITNESS THAT WHEREAS:**

The Province and the Client entered into a Licence of Occupation No. 815957 (herein called the “Tenure”) over those lands more particularly known and described as:

ISLAND# I, SECTION 13, TOWNSHIP 83, RANGE 19, AND THOSE PARTS OF THAT PART LYING NORTH OF PLAN DD18096F OF FRACTIONAL LEGAL SUBDIVISION 15, SECTION 18, TOWNSHIP 83, RANGE 18, AND THE SE L/4 OF SECTION 18, TOWNSHIP 83, RANGE 18, AND THE SW L/4 OF SECTION 18, TOWNSHIP 83, RANGE 18, AND THE REMAINDER OF SECTION 18, TOWNSHIP 83, RANGE 18, AND THE N 1/2 OF SECTION 7, TOWNSHIP 83, RANGE 18, ALL WEST OF THE 6TH MERIDIAN, PEACE RIVER DISTRICT, AND THAT PART OF DISTRICT LOT 418, CARIBOO DISTRICT, TOGETHER WITH UNSURVEYED CROWN LAND IN THE VICINITY OF THE PEACE RIVER, AND UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF THE PEACE RIVER, PEACE RIVER DISTRICT.

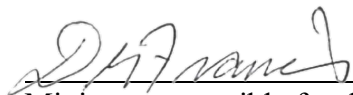
The parties have agreed to amend the Tenure.

NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

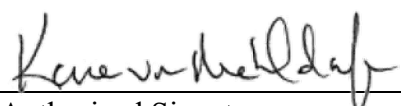
- 1 Addendum to the Management Plan adding design updates to the scope of work, maintenance and updated access requirements.
- 2 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.
- 3 Time shall continue to be of the essence in this agreement and the Tenure.
- 4 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

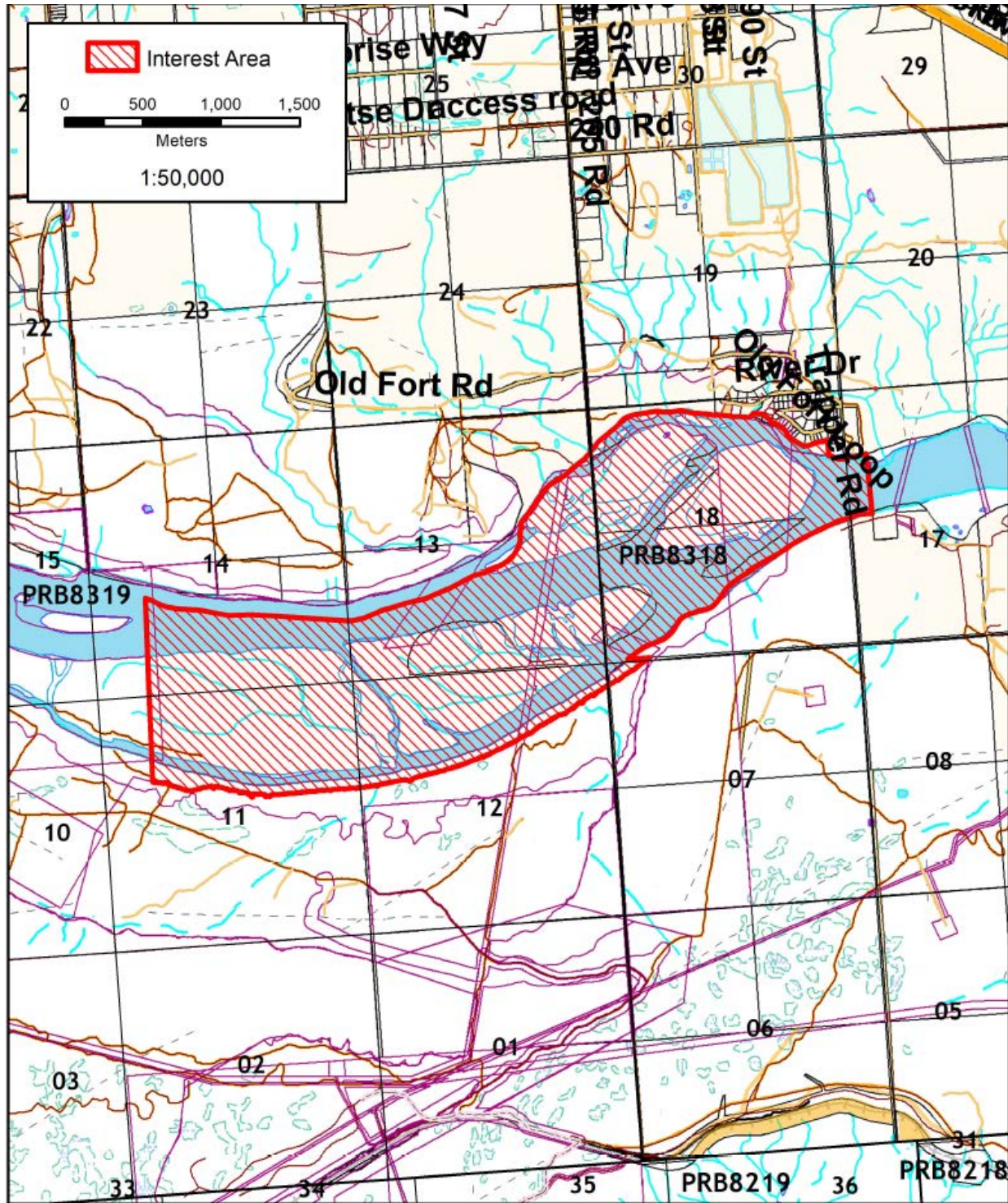
IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

  
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Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED by a duly authorized  
signatory of **BRITISH COLUMBIA  
HYDRO AND POWER AUTHORITY**

  
\_\_\_\_\_  
Authorized Signatory



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SCHEDULE "A"

**FORM OF INDUSTRIAL LICENCE  
SITE SPECIFIC TENURE**

**This Industrial Licence is a "Site Specific Tenure" within the meaning of the Master Agreement dated August 1, 2014 between Her Majesty the Queen in Right of the Province of British Columbia and British Columbia Hydro and Power Authority as may be amended by subsequent agreement in writing between the parties from time to time (the "Master Agreement") and is governed by the terms and conditions of the Master Agreement.**

This Site Specific Tenure is dated for reference February 15, 2018 and is made under the *Land Act*.

1. LAND: "**Land**" means that part or those parts of the Crown land either described in, or shown outlined in bold or red line on, the schedule attached to this Site Specific Tenure entitled "Legal Description Schedule", except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*).
2. PURPOSE: This Site Specific Tenure is for industrial purposes, as set out in the Management Plan.
3. TERM: From June 29, 2017 (the "**Commencement Date**") and terminates on the 10th anniversary of that date (the "**Term**").
4. FEE: "**Fee**" means the greater of \$500.00 and 7.5 % (the "**Percentage**") of the Market Value of the Land being \$1,707.00 and payable in advance on or before the Commencement Date and each subsequent anniversary of the Commencement Date during the Term, subject to adjustment by the Province pursuant to Article 5 of the Master Agreement.
5. NOTICE: Any notice required to be given to the Province shall be sent by prepaid mail or delivered to:

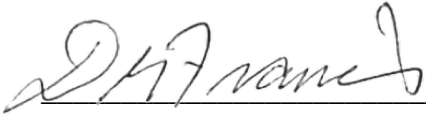
Ministry of Forests, Lands and Natural Resource Operations  
100-10003 110th Ave  
Fort St. John, BC V1J 6M7.

6. SPECIAL TERMS AND CONDITIONS: Special Terms and Conditions attached form a

part of this Site Specific Tenure.

This Site Specific Tenure is granted as of the reference date first written above.

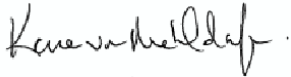
SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the Minister responsible for the *Land Act*  
or the Minister's authorized representative



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Minister responsible for the *Land Act*  
or the Minister's authorized representative

SIGNED by a duly authorized  
signatory of **BRITISH COLUMBIA  
HYDRO AND POWER AUTHORITY**

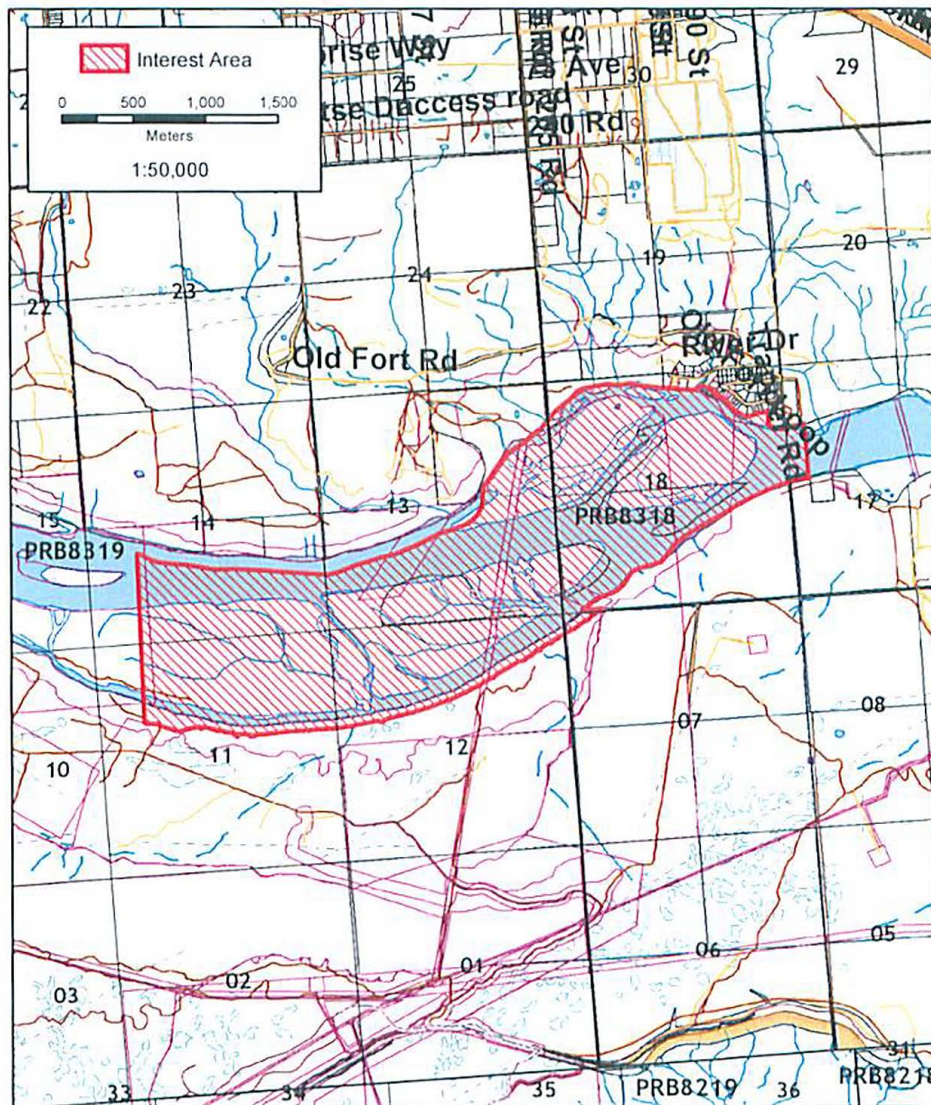


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Authorized Signatory

SCHEDULE "A1"  
LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: Island #1, Section 13, Township 83, Range 19 and those parts of that part lying North of Plan DD18096F, of fractional legal subdivision 15, Section 18, Township 83, Range 18, SE1/4 of Section 18, Township 83, Range 18, SW1/4 of Section 18, Township 83, Range 18, Remainder of Section 18, Township 83, Range 18, N1/2 of Section 7, Township 83, Range 18 all West of the 6<sup>th</sup> Meridian, Peace River District, and that part of District Lot 418, Cariboo District, together with Unsurveyed Crown Land in the vicinity of the Peace River, and Unsurveyed Crown Foreshore or land covered by water being part of the bed of the Peace River, Peace River District, containing 523.37 hectares, more or less.



SCHEDULE "A2"  
INDUSTRIAL SPECIAL TERMS AND CONDITIONS

BC Hydro must:

- (a) maintain Environmental Assessment Certificate #E14-02 in good standing.