
Licence No.: 816133

File No.: 8016085

Disposition No.: 936888

THIS AGREEMENT is dated for reference **September 8, 2021**.

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
Attention: Karen Von Muehldorfer
Vancouver, BC V6E 4G2

(the "Client")

WITNESS THAT WHEREAS:

The Province and the Client entered into a Licence of Occupation No. 816133 dated August 14, 2020 (herein called the "Tenure") over those lands more particularly known and described as:

THOSE PARTS OF THE NE 1/4 & NW 1/4 OF SECTION 13, SECTION 13, LEGAL SUBDIVISIONS 4 & 5, SECTION 14 AND SECTION 14, TOWNSHIP 82, RANGE 25, WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF THE PEACE RIVER, PEACE RIVER DISTRICT, CONTAINING 146.19 HECTARES, MORE OR LESS.

THOSE PARTS OF THE NE 1/4 & NW 1/4 OF SECTION 13, SECTION 13, LEGAL SUBDIVISIONS 4 & 5 OF SECTION 14, SECTION 14, THE SE 1/4 & SW 1/4 OF SECTION 24, TOWNSHIP 82, RANGE 25, WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART

OF THE BED OF THE PEACE RIVER AND DRY CREEK, PEACE RIVER DISTRICT,
CONTAINING 154.69 HECTARES, MORE OR LESS.

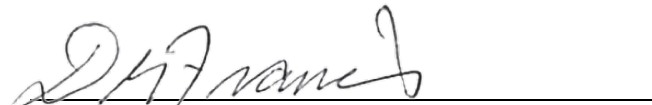
The parties have agreed to amend the Tenure.

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 To extend the term for a further 3 years, expiring on **October 31, 2024**.
- 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.

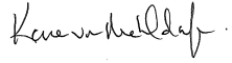
IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

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



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

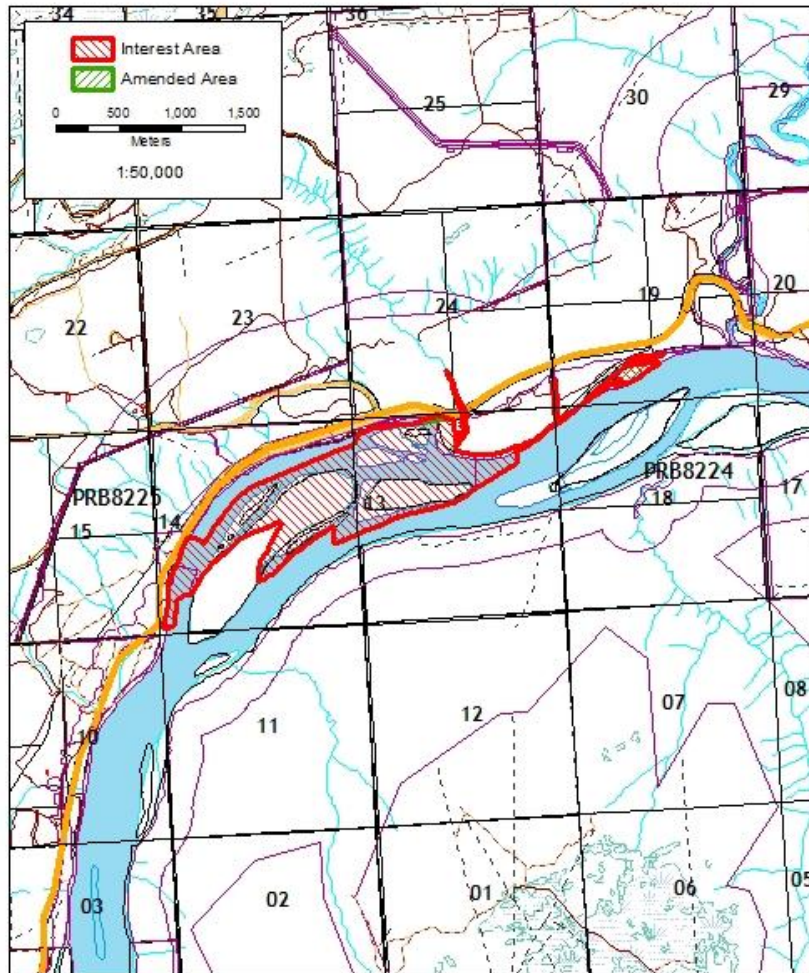


Authorized Signatory

SCHEDULE "A"

LEGAL DESCRIPTION SCHEDULE

THOSE PARTS OF THE NE 1/4 & NW 1/4 OF SECTION 13, SECTION 13, LEGAL SUBDIVISIONS 4 & 5, SECTION 14 AND SECTION 14, TOWNSHIP 82, RANGE 25, WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF THE PEACE RIVER, PEACE RIVER DISTRICT, CONTAINING 146.19 HECTARES, MORE OR LESS. THOSE PARTS OF THE NE 1/4 & NW 1/4 OF SECTION 13, SECTION 13, LEGAL SUBDIVISIONS 4 & 5 OF SECTION 14, SECTION 14, THE SE 1/4 & SW 1/4 OF SECTION 24, TOWNSHIP 82, RANGE 25, WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF THE PEACE RIVER AND DRY CREEK, PEACE RIVER DISTRICT, CONTAINING 154.69 HECTARES, MORE OR LESS.



Licence No.: 816133

File No.: 8016085

Disposition No.: 936888

THIS AGREEMENT is dated for reference August 14, 2020.

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
Attention: Karen Von Muehldorfer
Vancouver, BC V6E 4G2

(the “Client”)

WITNESS THAT WHEREAS:

The Province and the Client entered into a Licence of Occupation No. 816131 dated October 31, 2019 (herein called the “Tenure”) over those lands more particularly known and described as:

THOSE PARTS OF THE NE 1/4 & NW 1/4 OF SECTION 13, SECTION 13, LEGAL SUBDIVISIONS 4 & 5, SECTION 14 AND SECTION 14, TOWNSHIP 82, RANGE 25, WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF THE PEACE RIVER, PEACE RIVER DISTRICT, CONTAINING 146.19 HECTARES, MORE OR LESS.

The parties desire to include an additional area in the Tenure.

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 The Province hereby grants to the Client a licence over:

THOSE PARTS OF THE NE 1/4 & NW 1/4 OF SECTION 13, SECTION 13, LEGAL SUBDIVISIONS 4 & 5 OF SECTION 14, SECTION 14, THE SE 1/4 & SW 1/4 OF SECTION 24, TOWNSHIP 82, RANGE 25, WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF THE PEACE RIVER AND DRY CREEK, PEACE RIVER DISTRICT, CONTAINING 154.69 HECTARES, MORE OR LESS.

2 To remove the existing Legal Description Schedule from the Tenure and replace it with the Legal Description Schedule attached hereto as Schedule "A".

3 Fees will be \$708.02 for the next year of the Term 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

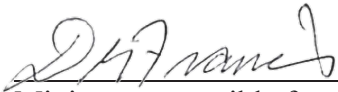
4 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.

5 Time shall continue to be of the essence in this agreement and the Tenure.

6 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

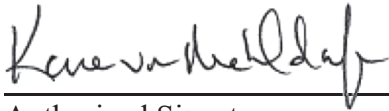
IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

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



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

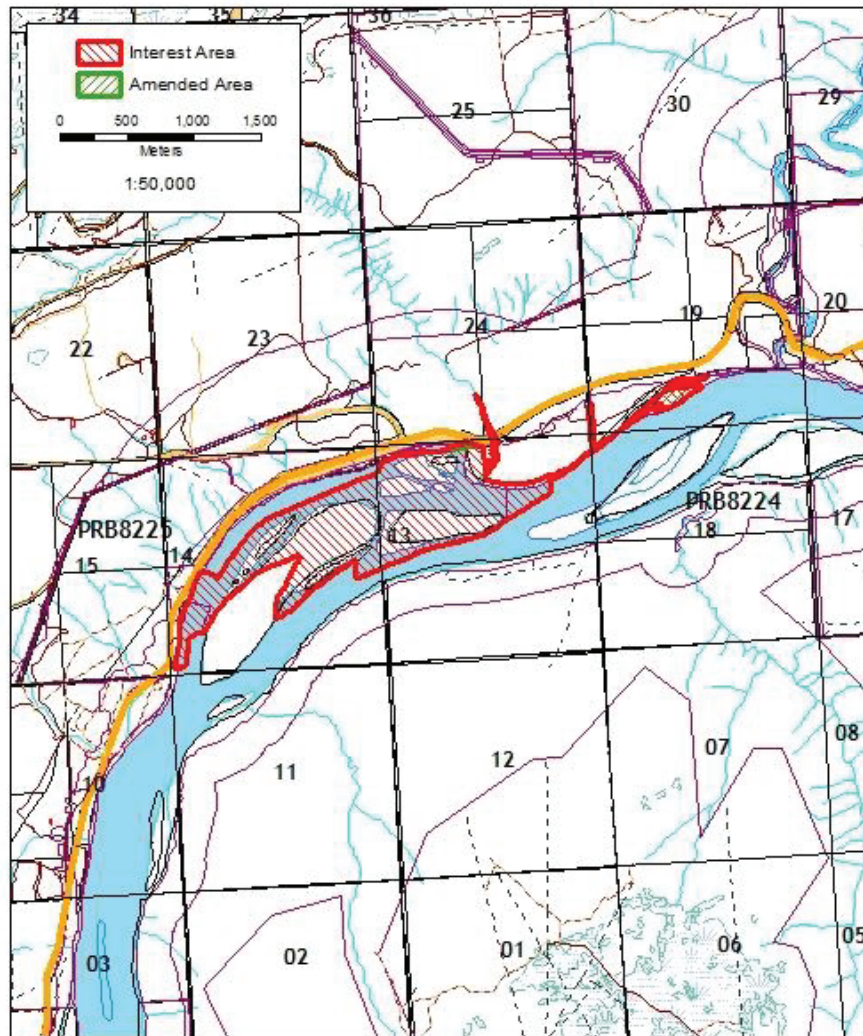
SIGNED by a duly authorized
signatory of **BRITISH COLUMBIA
HYDRO AND POWER AUTHORITY**



Authorized Signatory

SCHEDULE "A"
LEGAL DESCRIPTION SCHEDULE

THOSE PARTS OF THE NE 1/4 & NW 1/4 OF SECTION 13, SECTION 13, LEGAL SUBDIVISIONS 4 & 5 OF SECTION 14, SECTION 14, THE SE 1/4 & SW 1/4 OF SECTION 24, TOWNSHIP 82, RANGE 25, WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF THE PEACE RIVER AND DRY CREEK, PEACE RIVER DISTRICT, CONTAINING 154.69 HECTARES, MORE OR LESS.



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SCHEDULE "C"

**FORM OF QUARRY LICENCE
SITE SPECIFIC TENURE**

This Quarry 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 October 31, 2019 and is made under the *Land Act*.

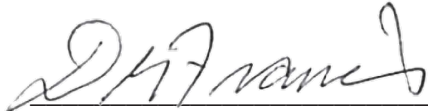
1. LAND: "**Land**" means that part or those parts of the Crown land either described in, or shown outlined in bold or red line on, the schedule attached to this Site Specific Tenure entitled "Legal Description Schedule", except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*).
2. PURPOSE: This Site Specific Tenure is for quarry purposes, as set out in the Management Plan.
3. TERM: From October 31, 2019 (the "**Commencement Date**") and terminates on the 2nd anniversary of that date (the "**Term**").
4. FEES: "**Fee**" means \$669.55 for the first year of the Term 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. ROYALTY FEE: "**Royalty Fee**" means a royalty fee in the amount of \$0.00 of Actual Production payable by BC Hydro to the Province for each year of the Term in accordance with Article 6 of the Master Agreement.
6. ACTUAL PRODUCTION: "**Actual Production**" means the amount of material measured in metric tonnes removed from the Land during a Production Period, as verified in the Production Report for that Production Period.

7. **PRODUCTION PERIOD:** “**Production Period**” means the first 12 month period of the Term beginning on the Commencement Date and each successive 12 month period thereafter.
8. **NOTICE:** Any notice required to be given to the Province shall be sent by prepaid mail or delivered to:

Ministry of Forests, Lands, Natural Resource Operations and Rural Development
100-10003 110th Ave
Fort St. John, BC V1J 6M7.
9. **SPECIAL TERMS AND CONDITIONS:** Special Terms and Conditions attached form a part of this Site Specific Tenure.

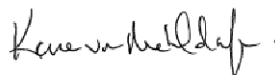
This Site Specific Tenure is granted as of the reference date first written above.

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



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

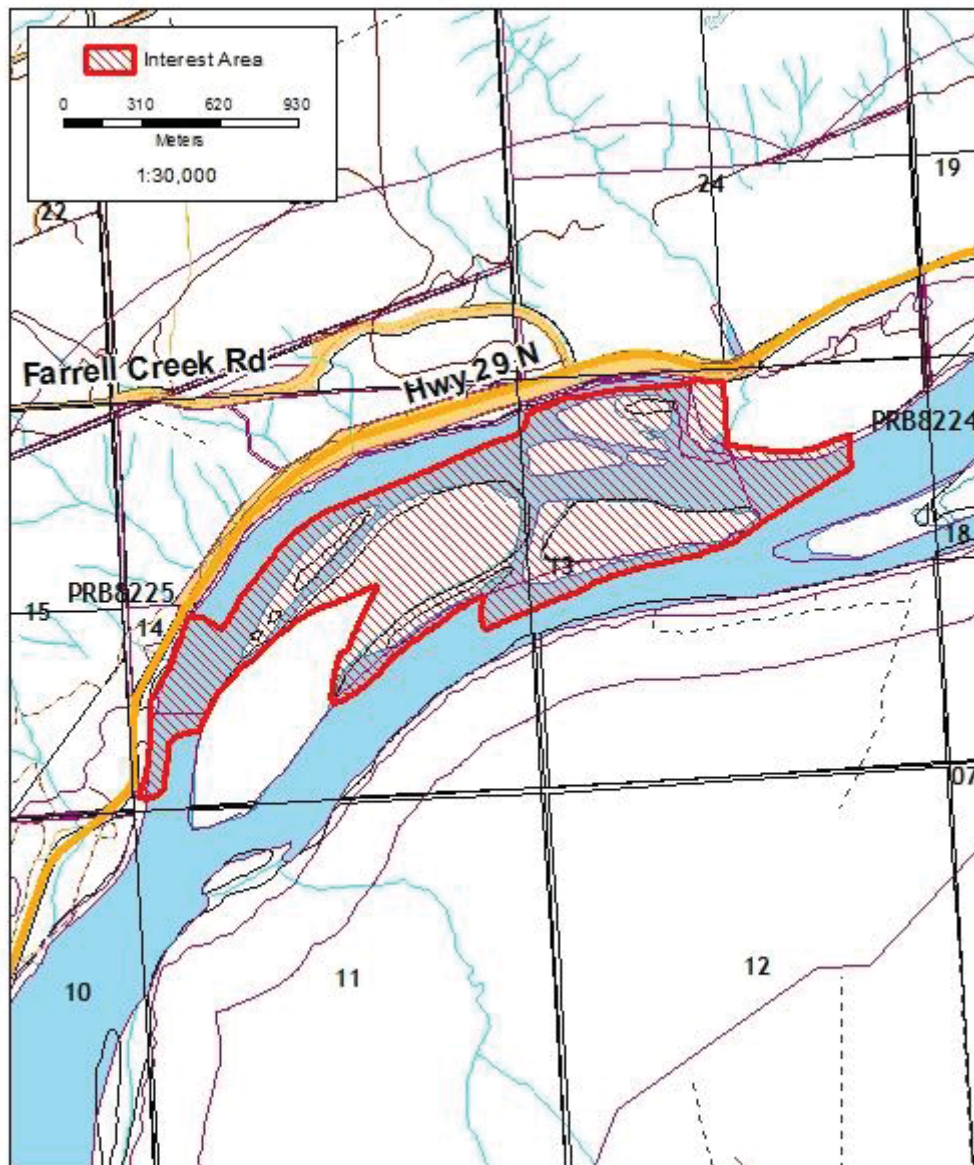
SIGNED by a duly authorized
signatory of **BRITISH COLUMBIA
HYDRO AND POWER AUTHORITY**



Authorized Signatory

SCHEDULE "C1"
LEGAL DESCRIPTION SCHEDULE

THOSE PARTS OF THE NE 1/4 & NW 1/4 OF SECTION 13, SECTION 13, LEGAL SUBDIVISIONS 4 & 5, SECTION 14 AND SECTION 14, TOWNSHIP 82, RANGE 25, WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF THE PEACE RIVER, PEACE RIVER DISTRICT, CONTAINING 146.19 HECTARES, MORE OR LESS.



SCHEDULE "C2"
QUARRY SPECIAL TERMS AND CONDITIONS

BC Hydro must:

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