

THIS AGREEMENT is dated for reference **September 2, 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

6911 Southpoint Dr
Podium A03
Burnaby, BC V3N 4X8

(the “Client”)

WITNESS THAT WHEREAS:

The Province and the Client entered into a Licence of Occupation No. 816211 (herein called the “Tenure”) over those lands more particularly known and described as:

THOSE PARTS OF THE N1/2 OF SECTION 14, TOWNSHIP 82, RANGE 25, THE NE1/4 OF SECTION 33, BLOCK A OF SECTION 33 AND SECTION 33, TOWNSHIP 81, RANGE 25 WEST OF THE 6TH MERIDIAN INCLUDING THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF LYNX CREEK TOGETHER WITH THOSE PARCELS OR TRACTS OF UNSURVEYED CROWN LAND IN THE VICINITY OF LYNX CREEK (WITHIN THEORETICAL SECTIONS 14 & 15, TOWNSHIP 82, RANGE 25 AND SECTION 34, TOWNSHIP 81, RANGE 25, WEST OF THE 6TH MERIDIAN), PEACE RIVER DISTRICT, CONTAINING 4.09 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 amend the description of works to include decommissioning of the portions of Highway 29 no longer in use.
- 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.

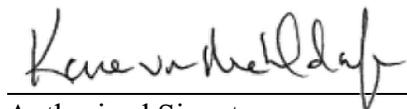
IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

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

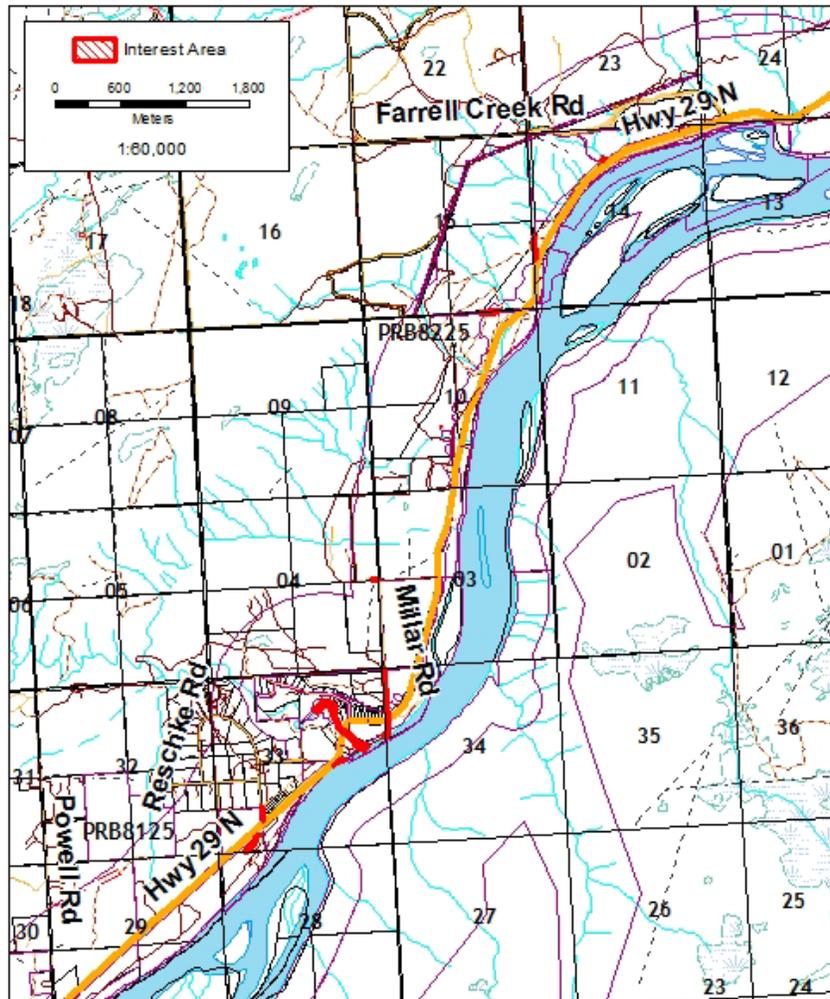
SIGNED by a duly authorized
signatory of **BRITISH COLUMBIA
HYDRO AND POWER AUTHORITY**



Authorized Signatory

SCHEDULE "A"

THOSE PARTS OF THE N1/2 OF SECTION 14, TOWNSHIP 82, RANGE 25, THE NE1/4 OF SECTION 33, BLOCK A OF SECTION 33 AND SECTION 33, TOWNSHIP 81, RANGE 25 WEST OF THE 6TH MERIDIAN INCLUDING THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF LYNX CREEK TOGETHER WITH THOSE PARCELS OR TRACTS OF UNSURVEYED CROWN LAND IN THE VICINITY OF LYNX CREEK (WITHIN THEORETICAL SECTIONS 14 & 15, TOWNSHIP 82, RANGE 25 AND SECTION 34, TOWNSHIP 81, RANGE 25, WEST OF THE 6TH MERIDIAN), PEACE RIVER DISTRICT, CONTAINING 4.09 HECTARES, MORE OR LESS.



Licence No.: 816211

File No.: 8016113

Disposition No.: 939076

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 August 26, 2020 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 August 26, 2020 (the "**Commencement Date**") and terminates on the 5th 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 \$500.00 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, Natural Resource Operations and Rural Development
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.

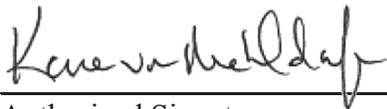
This Site Specific Tenure is granted as of the reference date first written above.

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



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

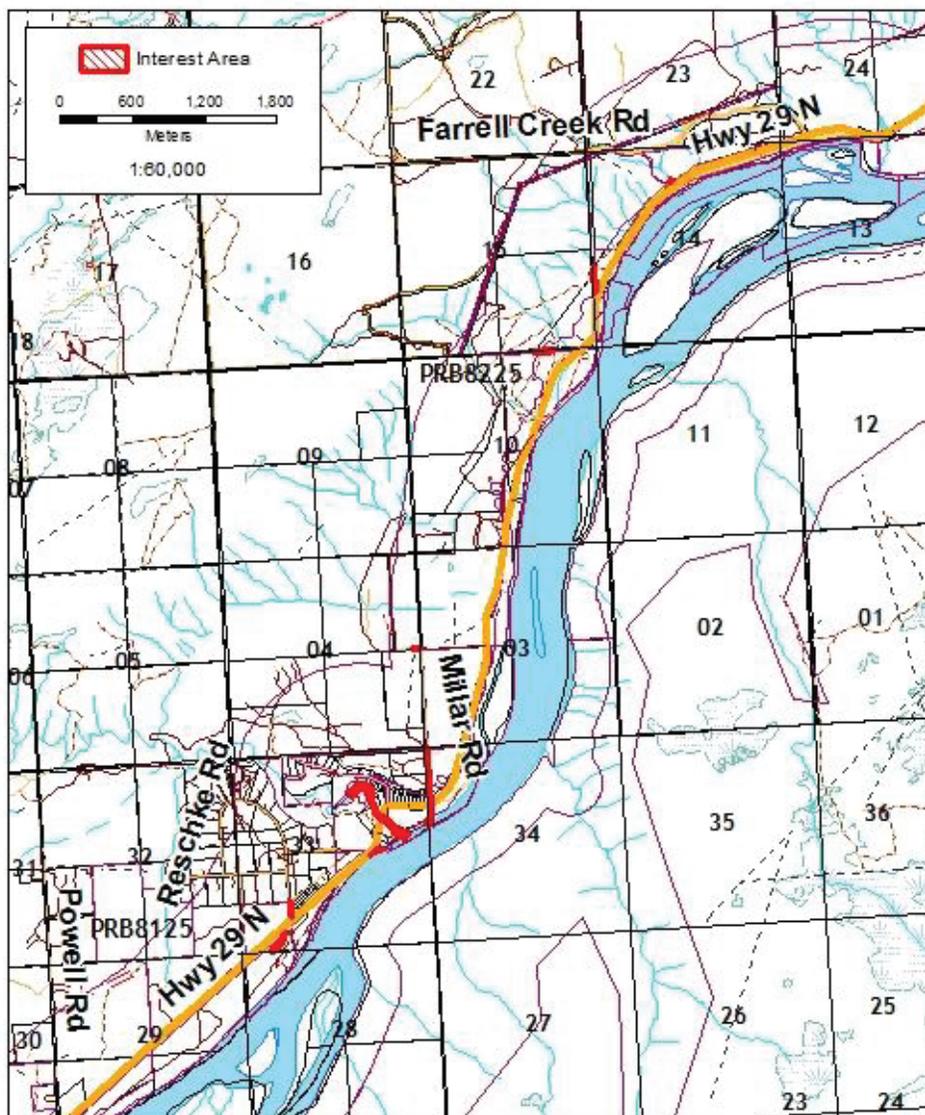
SIGNED by a duly authorized
signatory of **BRITISH COLUMBIA
HYDRO AND POWER AUTHORITY**



Authorized Signatory

SCHEDULE "A1"
LEGAL DESCRIPTION SCHEDULE

THOSE PARTS OF THE N1/2 OF SECTION 14, TOWNSHIP 82, RANGE 25, THE NE1/4 OF SECTION 33, BLOCK A OF SECTION 33 AND SECTION 33, TOWNSHIP 81, RANGE 25 WEST OF THE 6TH MERIDIAN INCLUDING THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF LYNX CREEK TOGETHER WITH THOSE PARCELS OR TRACTS OF UNSURVEYED CROWN LAND IN THE VICINITY OF LYNX CREEK (WITHIN THEORETICAL SECTIONS 14 & 15, TOWNSHIP 82, RANGE 25 AND SECTION 34, TOWNSHIP 81, RANGE 25, WEST OF THE 6TH MERIDIAN), PEACE RIVER DISTRICT, CONTAINING 4.09 HECTARES, MORE OR LESS.



SCHEDULE "A2"
INDUSTRIAL SPECIAL TERMS AND CONDITIONS

BC Hydro agrees with the Province that:

- (a) Maintenance of Environment Assessment Certificate in good standing,
ENVIRONMENTAL ASSESSMENT CERTIFICATE #E14-02