

Licence No.: 816116

File No.: 8016070

Disposition No.: 935831

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 July 29, 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 industrial purposes, as set out in the Management Plan.
3. **TERM:** From July 29, 2019 (the "**Commencement Date**") and terminates on the 2nd 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 \$553,067 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.



BC Hydro Master Agreement

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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

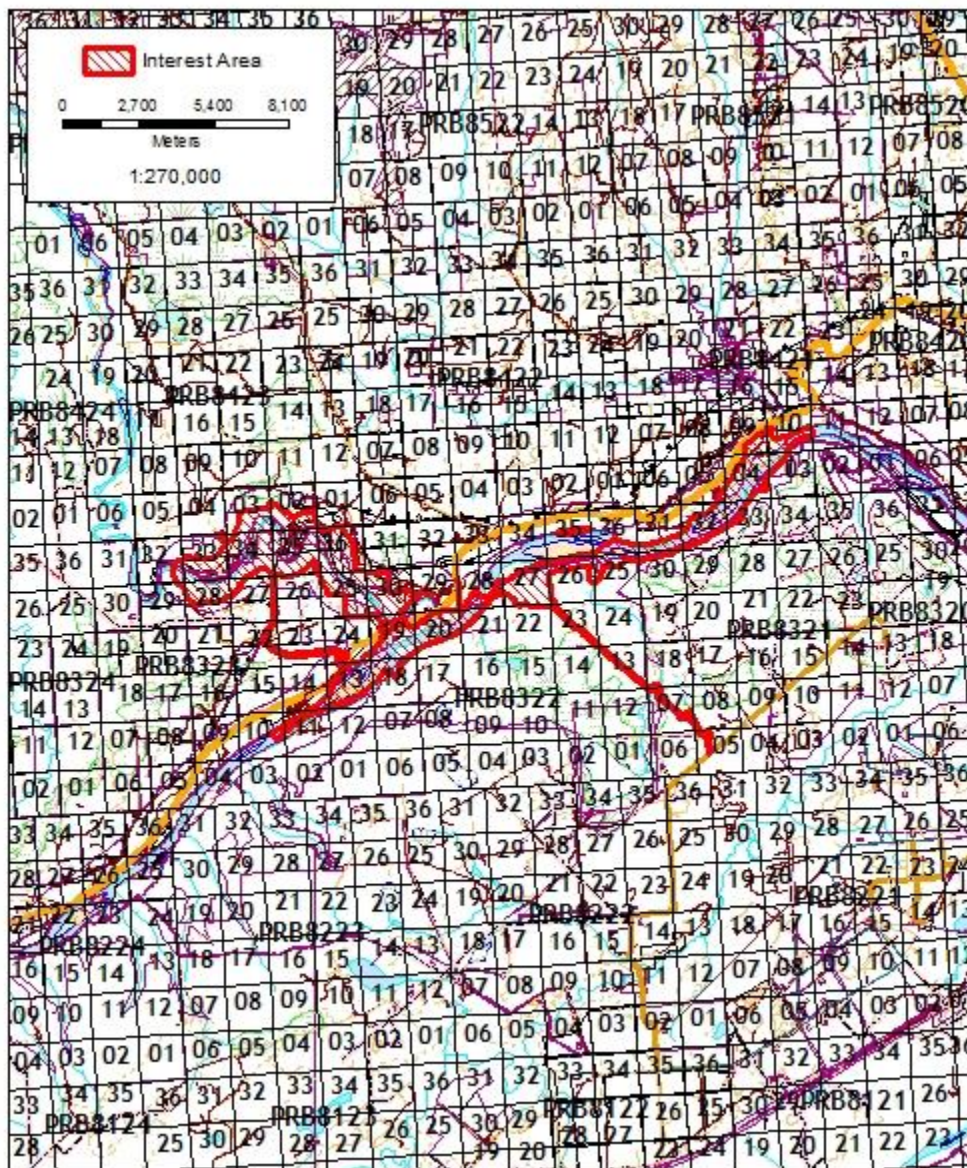
Minister responsible for the *Land Act*
or the Minister's authorized representative

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

Authorized Signatory

SCHEDULE "A1" LEGAL DESCRIPTION SCHEDULE

All that Unsurveyed Crown Foreshore being part of the bed of the Peace River together with those parts of Sections 31 & 32, Township 83, Range 21, Sections 19, 28, 29, 30 & 36, Township 83, Range 22, Sections 10, 11, 13, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 & 36, Township 83, Range 23, Sections 3, 4, 5, 9, 10 & 11, Township 84, Range 21 and Sections 2 & 3, Township 84, Range 23, all West of the 6th Meridian together with Unsurveyed Crown Land in the vicinity of the Peace River (within Theoretical Sections 5, 7, 8, 18, 30, 31, 32 & 33, Township 83, Range 21, Theoretical Sections 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35 & 36, Township 83, Range 22, Theoretical Sections 10, 11, 13, 14 & 24, Township 83, Range 23 and Theoretical Section 4, Township 84, Range 21, all West of the 6th Meridian), Peace River District, containing 3,496.55 hectares, more or less.



SCHEDULE "A2"
INDUSTRIAL SPECIAL TERMS AND CONDITIONS

BC Hydro must:

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

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THIS AGREEMENT is dated for reference **July 13, 2019**.

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. 816116 dated July 29, 2019 (herein called the “Tenure”) over those lands more particularly known and described as:

ALL THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF THE PEACE RIVER TOGETHER WITH THOSE PARTS OF SECTIONS 31 & 32, TOWNSHIP 83, RANGE 21, SECTIONS 19, 28, 29, 30 & 36, TOWNSHIP 83, RANGE 22, SECTIONS 10, 11, 13, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 & 36, TOWNSHIP 83, RANGE 23, SECTIONS 3, 4, 5, 9, 10 & 11, TOWNSHIP 84, RANGE 21 AND SECTIONS 2 & 3, TOWNSHIP 84, RANGE 23, ALL WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN LAND IN THE VICINITY OF THE PEACE RIVER (WITHIN THEORETICAL SECTIONS 5, 7, 8, 18, 30, 31, 32 & 33, TOWNSHIP 83, RANGE 21, THEORETICAL SECTIONS 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35 & 36, TOWNSHIP 83, RANGE 22, THEORETICAL SECTIONS 10, 11, 13, 14 & 24, TOWNSHIP 83, RANGE 23 AND THEORETICAL SECTION 4, TOWNSHIP 84, RANGE 21, ALL WEST OF THE 6TH MERIDIAN), PEACE RIVER DISTRICT, CONTAINING 3,496.55 HECTARES, MORE OR LESS.

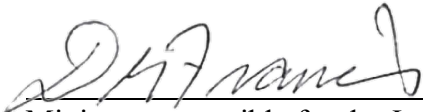
The parties have agreed to amend the Tenure.

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 **8 years**, expiring on **July 29, 2029**.
- 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.

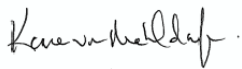
IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

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

ALL THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF THE PEACE RIVER TOGETHER WITH THOSE PARTS OF SECTIONS 31 & 32, TOWNSHIP 83, RANGE 21, SECTIONS 19, 28, 29, 30 & 36, TOWNSHIP 83, RANGE 22, SECTIONS 10, 11, 13, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 & 36, TOWNSHIP 83, RANGE 23, SECTIONS 3, 4, 5, 9, 10 & 11, TOWNSHIP 84, RANGE 21 AND SECTIONS 2 & 3, TOWNSHIP 84, RANGE 23, ALL WEST OF THE 6TH MERIDIAN TOGETHER WITH UNSURVEYED CROWN LAND IN THE VICINITY OF THE PEACE RIVER (WITHIN THEORETICAL SECTIONS 5, 7, 8, 18, 30, 31, 32 & 33, TOWNSHIP 83, RANGE 21, THEORETICAL SECTIONS 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35 & 36, TOWNSHIP 83, RANGE 22, THEORETICAL SECTIONS 10, 11, 13, 14 & 24, TOWNSHIP 83, RANGE 23 AND THEORETICAL SECTION 4, TOWNSHIP 84, RANGE 21, ALL WEST OF THE 6TH MERIDIAN), PEACE RIVER DISTRICT, CONTAINING 3,496.55 HECTARES, MORE OR LESS.

