

---

Licence No.: 816212

File No.: 8016114

Disposition No.: 939080

---

THIS AGREEMENT is dated for reference **July 6, 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. 816212 (herein called the “Tenure”) over those lands more particularly known and described as:

ALL THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF LYNX CREEK TOGETHER WITH THOSE PARTS OF THE NW1/4 OF SECTION 3, TOWNSHIP 82, RANGE 25, SECTION 33, THE NW1/4 OF SECTION 33 AND BLOCKS A, B & C, LOT 1, LOT A & LOT 13 OF BLOCK A, ALL OF SECTION 33, TOWNSHIP 81, RANGE 25, WEST OF THE 6TH MERIDIAN, PEACE RIVER DISTRICT, CONTAINING 27.67 HECTARES, MORE OR LESS.

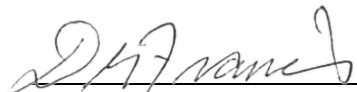
The parties have agreed to amend the Tenure.

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

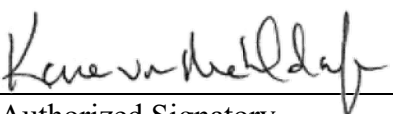
- 1 To extend the term for a further 3 years, expiring on **August 26, 2025**.
- 2 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.
- 3 Time shall continue to be of the essence in this agreement and the Tenure.
- 4 This agreement shall enure 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

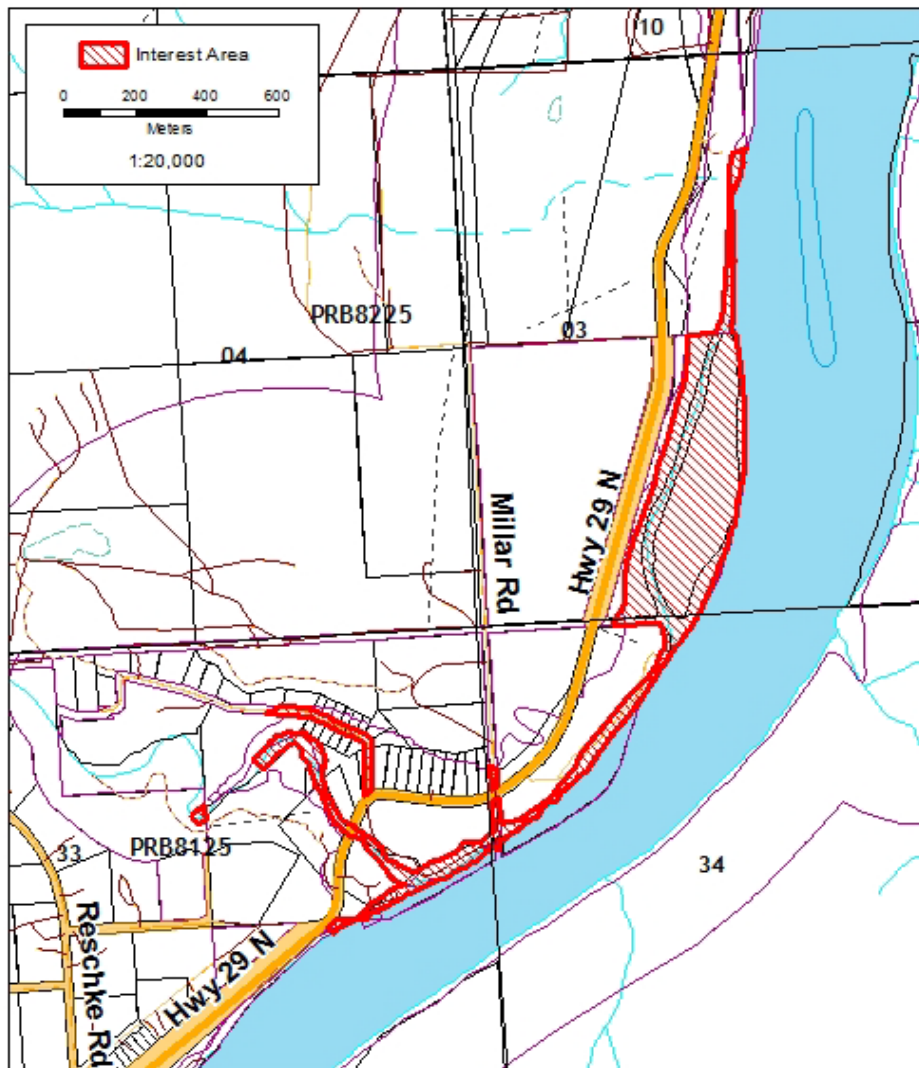
SIGNED by a duly authorized  
signatory of **BRITISH COLUMBIA  
HYDRO AND POWER AUTHORITY**

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

**SCHEDULE "A"**

**LEGAL DESCRIPTION SCHEDULE**

ALL THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF LYNX CREEK TOGETHER WITH THOSE PARTS OF THE NW1/4 OF SECTION 3, TOWNSHIP 82, RANGE 25, SECTION 33, THE NW1/4 OF SECTION 33 AND BLOCKS A, B & C, LOT 1, LOT A & LOT 13 OF BLOCK A, ALL OF SECTION 33, TOWNSHIP 81, RANGE 25, WEST OF THE 6TH MERIDIAN, PEACE RIVER DISTRICT, CONTAINING 27.67 HECTARES, MORE OR LESS.



Licence No.: 816212

File No.: 8016114

Disposition No.: 939080

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.**

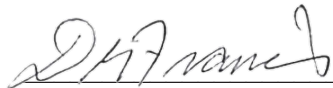
This Site Specific Tenure is dated for reference August 26, 2020 and is made under the *Land Act*.

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 quarry purposes, as set out in the Management Plan.
3. TERM: From August 26, 2020 (the “**Commencement Date**”) and terminates on the 2nd anniversary of that date (the “**Term**”).
4. FEES: “**Fee**” means \$500.00 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.

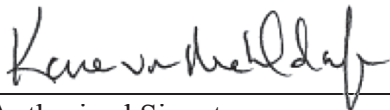
This Site Specific Tenure is granted as of the reference date first written above.

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

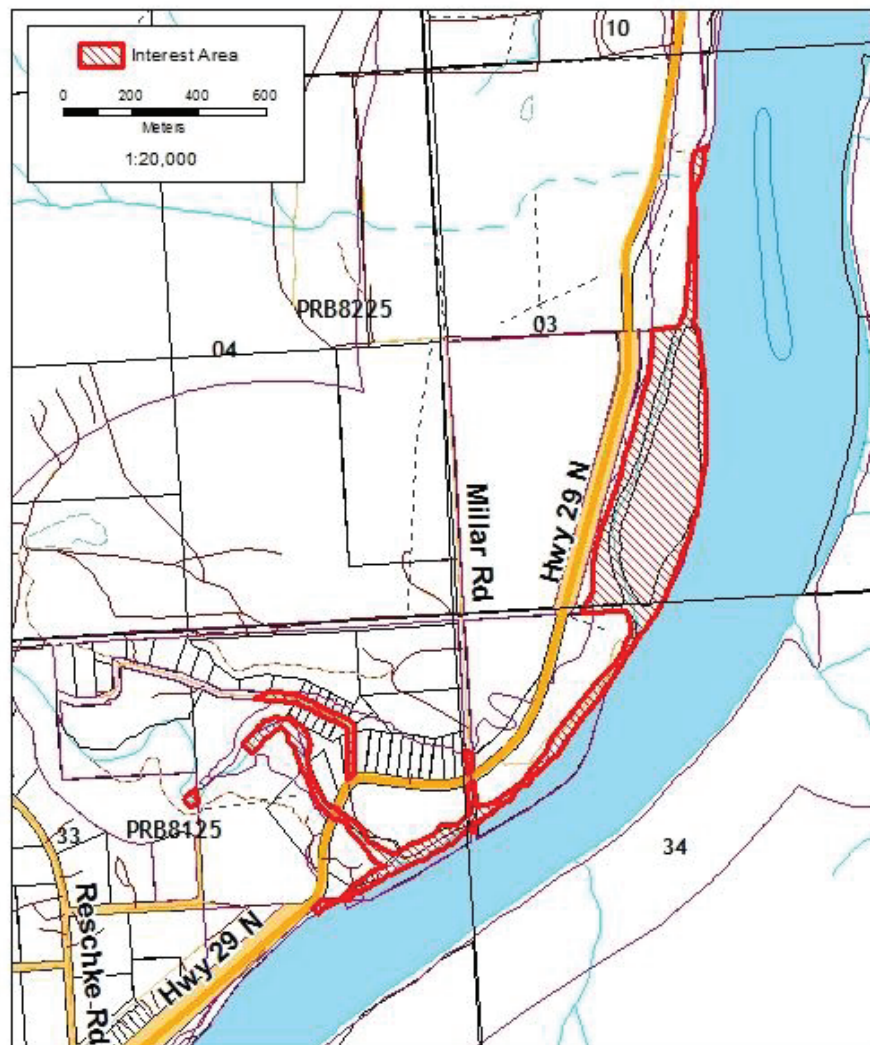
SIGNED by a duly authorized  
signatory of **BRITISH COLUMBIA  
HYDRO AND POWER AUTHORITY**



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

SCHEDULE "C1"  
LEGAL DESCRIPTION SCHEDULE

THOSE PARTS OF THE NW1/4 & SW1/4 OF SECTION 3, TOWNSHIP 82, RANGE 25, THE NE1/4, NW1/4 & BLK A OF SECTION 33 AND THE NW1/4 OF SECTION 34, 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 SECTION 3, TOWNSHIP 82, RANGE 25 AND SECTION 34, TOWNSHIP 81, RANGE 25, WEST OF THE 6TH MERIDIAN), PEACE RIVER DISTRICT, CONTAINING 26.48 HECTARES, MORE OR LESS.



SCHEDULE "C2"  
QUARRY SPECIAL TERMS AND CONDITIONS

BC Hydro must:

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