



**FORESTRY LICENCE
TO CUT
A98264**

Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

THIS LICENCE, dated for reference **September 24, 2021**.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the MINISTER OF FORESTS, LANDS, NATURAL
RESOURCE OPERATIONS AND RURAL DEVELOPMENT
322 JOHNSTON AVENUE
QUESNEL, BRITISH COLUMBIA
V2J 3M5
Phone: 250-992-4400 Fax: 250-992-4403
(the "Minister")

AND:

CLAUSON EQUIPMENT SOLUTIONS LTD.
s.22

MOBILE: #250-991-6777
EMAIL: MATT@CLAUSONEQUIPMENT.COM
(THE "LICENSEE")

WHEREAS:

- A. Primary harvesting by the holder of an agreement under the *Forest Act* has been completed on the area specified within the attached maps.
- B. The Minister has received notice in accordance with section 79.1 of the *Forest Act* from the holder that the timber remaining within the specified area has been abandoned.
- C. The Minister has offered this Forestry Licence to Cut in accordance with section 47.6 (2.11) of the *Forest Act*.
- D. The Licensee has accepted the offer.

“The Table of Contents and headings in this Licence are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence.”

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THE PARTIES agree as follows:

0.00 LICENCE

0.01 This Licence is a forestry licence to cut under the *Forest Act*. □

1.00 GRANT OF RIGHTS AND TERM

1.01 The term of the Licence is **6 months** beginning on **September 29, 2021**, and expires on **March 31, 2022**. The fire guard portion of the licence (map 1 of 2) must be completed prior to **December 31, 2021**. **Failure to complete this may result in cancelation of the tenure**. The Minister can give notice to the Licensee that all contractual and legislative obligations associated with the Licence have been completed.

1.02 Subject to this Licence and the forestry legislation, the Licensee during the term of this Licence:

(a) has a defined work area of 50 meters on either side of existing roads or landings within the area covered by A65926 Cutting Permit 17U Block 1 and Cutting Permit 53U Blocks 1 and 2 and C12328 Fire Guard.

1.03 Timber processed and removed during the term of this Licence is limited to the following:

(a) previously felled, decked or piled timber. No standing timber may be cut.

(b) processed into hogged tree material within the Licence area.

1.04 This Licence is not replaceable under the Forest Act.

1.05 Extension will not be granted to the term of the Licence.

1.06 This Licence is not a major licence.

2.00 OTHER CONDITIONS AND REQUIREMENTS

2.01 The Licensee may only cut and process timber in accordance with this Licence and must comply with the conditions and requirements set out in the Schedules attached to this Licence.

2.02 The Licensee must not cut, process timber or remove felled, dead or down timber as the case may be, specified as reserved timber in the Schedule B;

2.03 The timber mark for timber removed under this Licence is:

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2.04 The Licensee must ensure that all timber removed from the licence area is scaled and transported in accordance with the requirements of the *Forest Act* and its regulations;

- 2.05 The Licensee must not process timber under this Licence except in accordance with a scale of that timber authorized under section 94.1 of the *Forest Act*.
- 2.06 Licensee is to process the timber into hog tree material and scale the SPF and the Licensee to process the timber into a Special Forest Product and scale the SPF instead of timber.
- 2.07 Licensee needs to create 1200 plantable spots/ha on areas where piles exist in Schedule 'A'.

3.00 TIMBER VOLUME CHARGED TO THE LICENCE

- 3.01 The definition of "volume of timber harvested" in section 75.1 of the *Forest Act* applies to the Licence but no cut control applies to this volume.
- 3.02 The determination of the volume of timber harvested will incorporate the volume of waste determined under Part 4.00.

4.00 WASTE ASSESSMENTS FOR MERCHANTABLE TIMBER

- 4.01 This Licence is not subject to waste assessment in accordance with section 47.7 (f)(ii) of the *Forest Act*.

5.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE

- 5.01 Notwithstanding any other provision of the Licence, if a court of competent jurisdiction:
 - (a) determines that activities or operations under or pursuant to this Licence will unjustifiably infringe an aboriginal right including aboriginal title, or treaty right;
 - (b) grants an injunction further to a determination referred to in Subparagraph (a); or
 - (c) grants an injunction pending a determination of whether activities or operations under or pursuant to this Licence will unjustifiably infringe an aboriginal right including aboriginal title, or treaty right;

The Regional Executive Director, District Manager or Timber Sales Manager, , in a notice given to the Licensee, may vary or suspend, in whole or in part , the Licence or a permit issued to the Licensee, or refuse to issue a permit to the Licensee, to be consistent with the court determination.

- 5.02 Subject to this Licence and the forestry legislation, if:
 - (a) under Paragraph 5.01, the Regional Executive Director, District Manager or Timber Sales Manager has varied the Licence or a permit issued to the Licensee;

- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director, District Manager or Timber Sales Manager at the request of the Licensee, may vary the Licence or permit issued to the Licensee to reflect as closely as possible, for the remainder of its term, the terms and conditions of the Licence or permit prior to the variation under Paragraph 5.01.

5.03 Subject to this Licence and the forestry legislation, if:

- (a) under Paragraph 5.01, the Regional Executive Director, District Manager or Timber Sales Manager has suspended the Licence or a permit issued to the Licensee;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director, District Manager or Timber Sales Manager at the request of the Licensee, may reinstate the Licence or permit for the remainder of its term.

5.04 Subject to this Licence and the forestry legislation, if:

- (a) under Paragraph 5.01, the Regional Executive Director, District Manager or Timber Sales Manager has refused to issue a permit;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;
- (d) the Regional Executive Director, District Manager or Timber Sales Manager at the request of the Licensee, may issue the permit.

6.00 REPORTING

6.01 The Regional Executive Director, District Manager or Timber Sales Manager, in a notice given to the Licensee by April 1 of any year, may require the Licensee to submit a report containing such information as the Regional Executive Director, District Manager or Timber Sales Manager, requires regarding:

- (a) the Licensee's performance of its obligations under or in respect of this Licence in the previous calendar year; and
- (b) the processing or other use or disposition of the timber removed under the Licence;

if the information is not included in any other reports which the Licensee must submit under the forestry legislation.

6.02 Upon receipt of a notice referred to in Paragraph 6.01, the Licensee, on or before the date specified in the notice, must submit a report to the Regional Executive Director, District Manager or Timber Sales Manager containing the required information.

6.03 Subject to Paragraph 6.04, the Regional Executive Director, District Manager or Timber Sales Manager, may include the information contained in a report submitted under Paragraph 6.02 in any reports prepared by the Ministry for public review.

6.04 Disclosure of the information submitted under Paragraph 6.02 is subject to the *Freedom of Information and Protection of Privacy Act*, and to section 136.1 of the *Forest Act*.

7.00 FINANCIAL AND DEPOSITS

7.01 In addition to any money payable under the forestry legislation in respect of this Licence, the Licensee will pay to the Province, immediately upon receipt of a notice, a statement or invoice issued on behalf of the Province:

- (a) stumpage under part 7 of the *Forest Act* in respect of timber removed or processed
 - (i) under this Licence;
 - (ii) under a road permit;

at rates determined, redetermined and varied under section 105 of that Act;

7.02 During the term of this Licence, the Licensee must maintain with the Province a deposit in the amount of \$4,000 prescribed under the *Forest Act* and the regulations made under that Act in a form acceptable to the Minister as security for the Licensee's performance of its obligations under or in respect of this Licence.

7.03 If the Regional Executive Director, District Manager or Timber Sales Manager, gives the Licensee a notice that an amount has been realized as security under this part from the deposit, the Licensee, within four weeks of the date on which the notice is given, must pay to the Province, in a form acceptable to the Minister, an amount sufficient to replenish the deposit.

7.04 If the Licensee fails:

(a) to pay money that the Licensee is required to pay to the Province under:

(i) this Licence; or

(ii) the forestry legislation in respect of this Licence; or

(b) to otherwise perform its obligations under:

(i) this Licence; or

(ii) the forestry legislation in respect of this Licence;

the Regional Executive Director, District Manager or Timber Sales Manager, after at least four weeks notice to the Licensee, may cause an amount to be withdrawn from the deposit:

(c) equal to the money which the Licensee failed to pay and;

(d) sufficient to cover all costs incurred by the Regional Executive Director, District Manager or Timber Sales Manager, in remedying the Licensee's failure to perform its obligations; or

(e) equal to the Regional Executive Director's, District Manager's or Timber Sales Manager's, estimate of the costs which the Regional Executive Director, District Manager or Timber Sales Manager, could reasonably expect to incur in remedying the Licensee's failure to perform its obligations;

and for that purpose, a security included in the deposit may be realized.

7.05 A notice referred to in Paragraph 7.03 must specify:

(a) the money which the Licensee has failed to pay or the obligation which the Licensee has failed to perform; and

(b) the amount the Regional Executive Director, District Manager or Timber Sales Manager, intends to realize from the deposit.

7.06 Subject to Paragraphs 7.08, 7.09, and 7.10 if:

- (a) under Paragraph 7.04, an amount is withdrawn from the deposit equal to the Regional Executive Director's, District Manager's or Timber Sales Manager's, estimate of the costs which the Regional Executive Director, District Manager or Timber Sales Manager, could reasonably expect to incur in remedying the Licensee's failure to perform its obligations; and
- (b) the costs incurred by the Regional Executive Director, District Manager or Timber Sales Manager, in remedying the Licensee's failure to perform its obligations are less than the amount taken from the deposit;

the Province will as soon as is feasible

- (c) return an amount equal to the difference between the amount realized from the deposit and the costs incurred by the Regional Executive Director, District Manager or Timber Sales Manager, to;
 - (i) the Licensee, if the Licensee has replenished the deposit in accordance with Paragraph 7.03 or
 - (ii) to the deposit, if the Licensee has not yet replenished the deposit in accordance with Paragraph 7.03.

7.07 If:

- (a) under Paragraph 7.04, an amount is withdrawn from the deposit equal to the Regional Executive Director's, District Manager's or Timber Sales Manager's, estimate of the costs which the Regional Executive Director, District Manager or Timber Sales Manager, could reasonably expect to incur in remedying the Licensee's failure to perform its obligations; and
- (b) the costs incurred by the Regional Executive Director, District Manager or Timber Sales Manager, in remedying the Licensee's failure to perform its obligations are greater than the amount realized from the deposit; the Regional Executive Director, District Manager or Timber Sales Manager, may cause an additional amount to be withdrawn from the deposit that is equal to the difference between the costs incurred by the Regional Executive Director, District Manager or Timber Sales Manager, and the amount originally withdrawn from the deposit, and for that purpose a security included in the deposit may be realized.

- 7.08 If under Paragraph 7.04, an amount is withdrawn from the deposit equal to the Regional Executive Director's, District Manager's or Timber Sales Manager's, estimate of the costs which the Regional Executive Director, District Manager or Timber Sales Manager, could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, the Regional Executive Director, District Manager or Timber Sales Manager, is under no obligation to remedy the Licensee's failure.
- 7.09 If security is realized under Paragraph 7.04 and the Regional Executive Director, District Manager or Timber Sales Manager, decides not to remedy the Licensee's failure to perform its obligations, the Regional Executive Director, District Manager or Timber Sales Manager, must give notice to the Licensee indicating the Province will not be remedying the Licensee's failure to perform its obligations;
- 7.10 If, after receiving a notice referred to in Paragraph 7.09, the Licensee:
- (a) remedies the failure to perform its obligations; and
 - (b) gives a notice to that effect to the Regional Executive Director, District Manager or Timber Sales Manager, within three months of the date on which the notice referred to in Paragraph 7.09 is given to the Licensee, or within such longer period as the Regional Executive Director, District Manager or Timber Sales Manager, may approve;
- the Province will, as soon as is feasible, return an amount equal to the difference between the amount of the security realized from the deposit and any costs incurred by the Regional Executive Director, District Manager or Timber Sales Manager, in respect of the Licensee's failure to perform its obligations
- (c) to the Licensee, if the Licensee has replenished the deposit in accordance with Paragraph 7.03, or
 - (d) to the deposit, if the Licensee has not yet replenished the deposit in accordance with Paragraph 7.03.
- 7.11 Subject to the *Forest Act* and the regulations made under that Act, the Province will return to the Licensee the deposit, less deductions made under Paragraphs 7.04 and 7.07, when:
- (a) this Licence expires, or is surrendered; and
 - (b) the Regional Executive Director, District Manager or Timber Sales Manager, is satisfied that the Licensee has fulfilled its obligations under this Licence.

8.00 RELEASE

- 8.01 The Licensee acknowledges that any information provided to the Licensee by the Province about the nature of the harvest area, or the quality or quantity of timber, is an estimation only and not binding upon the Province and that the Licensee informed itself about such matters prior to executing the Licence. Execution of the Licence by the Licensee is an absolute release by the Licensee of the Province from any claim that the Licensee may have in respect of the nature of the harvest area or the quality or quantity of timber available to the Licensee under this Licence.

9.00 REPRESENTATIONS

- 9.01 The Licensee represents and warrants to the Minister that:
- (a) it has the ability to undertake and complete its obligations under this Licence;
 - (b) the Licensee, excluding those holding the licence in their individual capacity or a First Nation recorded in CIRNAC, must be registered to do business under the *Business Corporations Act*, the *Societies Act* or the *Partnership Act*, as applicable, and the Licensee will maintain such registration in good standing throughout the term of the Licence;
 - (c) it has the ability to undertake and complete its obligations under this Licence within the term;
 - (d) it has the ability to undertake and complete its obligations under the Agreement and while doing so comply with all applicable safety and environmental laws and regulations; and
 - (e) there is no legal or other reason why it cannot enter into this Licence; and
- 9.02 All representation and warranties made in Paragraph 9.01 are material and will conclusively be deemed to have been relied upon by the Province notwithstanding any prior or subsequent investigations by the Province.

10.00 LIABILITY AND INDEMNITY

- 10.01 The Licensee must indemnify the Province against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Province as a result, directly or indirectly, of any act or omission of:
- (a) the Licensee;
 - (b) an employee or agent of the Licensee;

- (c) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to the cutting, processing or removal of timber, under or associated with the Licence or a road permit; or
- (d) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation, under or associated with the Licence or a road permit.

10.02 For greater certainty, the Licensee has no obligation to indemnify the Province under Paragraph 10.01 in respect of any act or omission of:

- (a) an employee, agent or contractor of the Province, in the course of carrying out his or her duties as employee, agent or contractor of the Province; or
- (b) a person, other than the Licensee, to whom the Province has granted the right to use or occupy Crown land, in the course of exercising those rights.

10.03 Amounts taken under Part 7.00 from the deposit and any payments required under Part 4.00 or 7.00, are in addition to and not in substitution for any other remedies available to the Province in respect of a default of the Licensee.

10.04 The Province is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to the Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under the Licence by road blocks or other means.

11.00 TERMINATION

11.01 If the Licence expires, is surrendered, or cancelled or otherwise terminated, title to all:

- (a) timber, including logs and special forest products, left or processed under the authority of this Licence and which are still located on Crown land, will vest in the Crown, without right of compensation to the Licensee; and
- (b) improvements, including roads and bridges, constructed by the Licensee on Crown land under the authority of this Licence will vest in the Crown, without right of compensation to the Licensee, unless otherwise agreed to between the Regional Executive Director, District Manager or Timber Sales Manager, and the Licensee prior to the surrender, cancellation or termination of this Licence.

- 11.02 Subject to Subparagraphs 11.01 (a) and (b), the Licensee may continue to enter and use Crown Land for a period of one month after the expiry or termination of this Licence for the purpose of removing the Licensee's property.
- 11.03 The Licensee will not take away any improvements or remove any timber referred to in Subparagraphs 11.01 (a) or (b), unless authorized to do so by the Regional Executive Director, District Manager or Timber Sales Manager.
- 11.04 If the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Licensee is deemed to have failed to perform an obligation under this Licence.

12.00 WAIVER

- 12.01 No waiver by the Province of any default non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Province in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

13.00 NOTICE

- 13.01 A notice given under this Licence must be in writing.

- 13.02 A notice given under the Licence may be:

- (a) delivered by hand;
- (b) sent by mail;
- (c) subject to Paragraph 13.05, sent by email; or
- (d) subject to Paragraph 13.05, sent by facsimile transmission;

to the mailing address, email address or facsimile number, as applicable, specified on the first page of this Licence, or to such other mailing address, email address or facsimile number as is specified in a notice given in accordance with this part.

- 13.03 If a notice is given under this Licence, it is deemed to have been given:

- (a) if it is given in accordance with Subparagraph 13.02 (a), on the date it is delivered by hand;
- (b) if it is given in accordance with Subparagraph 13.02 (b), subject to Paragraph 13.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada;

- (c) if it is given in accordance with Subparagraph 13.02 (c), subject to Paragraph 13.05, on the date it is sent by email; and
 - (d) if it is given in accordance with Subparagraph 13.02 (d), subject to Paragraph 13.05, on the date it is sent by facsimile transmission.
- 13.04 If, between the time a notice is mailed in accordance with Subparagraph 13.02 (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 13.05 If a notice is sent by email or facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.
- 13.06 Either party may, from time to time, advise the other party by notice in writing, of any change of mailing address, email address or facsimile number of the party giving such notice and from and after the giving of such notice, the mailing address, email address or facsimile number specified will, for purposes of this Licence, be considered to be the mailing address, email address or facsimile number of the party giving such notice.

14.00 MISCELLANEOUS

- 14.01 This Licence will inure to the benefit of and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 14.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensee's obligations under this Licence.
- 14.03 Any power conferred, or duty imposed on the Regional Executive Director, District Manager or Timber Sales Manager, under this Licence may be exercised or fulfilled by any person authorized to do so by the Regional Executive Director, District Manager or Timber Sales Manager.
- 14.04 Any Schedules, Exhibits or attachments referenced in or attached to this Licence are deemed to be part of this Licence.
- 14.05 Nothing in this Licence authorizes the Licensee to in any way restrict the Province's right of access to the areas defined in the Licence or a road permit or the right of any other authorized entrant, user or occupier of these areas.
- 14.06 The Licensee must ensure that its employees, agents and contractors comply with the forestry legislation when engaging in or carrying out activities or operations under or associated with this Licence.
- 14.07 This document contains the entire agreement and no additional terms are to be implied.

15.00 INTERPRETATION & DEFINITIONS

15.01 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

1.0 part;

1.01 paragraph;

(a) subparagraph;

(i) clause;

(A) subclause;

and a reference to a subparagraph, clause or subclause is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

15.02 In this Licence, unless the context otherwise requires:

“aboriginal interest” means

- (a) an asserted treaty right(s) or aboriginal right(s) including aboriginal title; or
- (b) a determined treaty right(s) or aboriginal right(s) including aboriginal title, which is recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

“Appraisal Manual” means the policies and procedures approved by the Minister from time to time under section 105 of the *Forest Act* for the forest region in which the timber supply area is located;

“CIRNAC” means the Crown Indigenous Relations and Northern Affairs Canada’s (CIRNAC) Indian Registration System (IRS), a database containing the Indian register, band lists and band names. The IRS is the official repository of band names;

“cut control specifications” means the specifications for timber, that defines the timber to be charged against the Licence as “volume of timber harvested”, as defined in Part 3.00;

“deposit” means the deposit referred to in Paragraph 7.02;

“District Manager” means:

- (a) a District Manager appointed under the *Ministry of Forests and Range Act*, for a forest district in which all or part of the timber supply area is situated; and
- (b) any person authorized by the District Manager to exercise a power or fulfil a duty under this Licence;

“*Forest Act*” means the *Forest Act*, R.S.B.C. 1996, c. 157, as amended from time to time, or the successor to that Act if it is repealed;

“*Forest and Range Practices Act*” means the *Forest and Ranges Practices Act*, S.B.C. 2002, c. 69 as amended from time to time, or the successor to that Act, if it is repealed;

“forestry legislation” means the statutes and regulations, to which the Licence is subject to, including:

- (a) the *Forest Act*;
- (b) the *Forest Practices Code of British Columbia Act*;
- (c) the *Forest and Range Practices Act*;
- (d) the *Wildfire Act*;

and the regulations under those Acts as amended from time to time;

“*Forest Practices Code of British Columbia Act*” means the *Forest Practices Code of British Columbia Act*, R.S.B.C. 1996, c. 159, as amended from time to time, or the successor to that Act, if it is repealed;

“Government” or “Province” means Her Majesty the Queen in Right of the Province of British Columbia;

“harvest area” means the area or areas allocated for the Licensee’s operations pursuant to the Licence;

“harvest” means one or more of the following:

- (a) cut;
- (b) remove;
- (c) cut and remove;

“Minister” means the Minister responsible for administering the *Forest Act*;

“Ministry” means the Ministry of Forests, Lands, Natural Resource Operations and Rural Development;

“parties” means the Licensee and the Minister and “party” means either one of them;

“person” includes a corporation and a partnership;

“process” means to manufacture timber into a special forest product as defined under the Special Forest Products Regulation.

“Regional Executive Director” means a person appointed under the *Public Service Act* and delegated by the Minister under section 1.1(1)(a) of the *Forest Act*;

“remove” means the removal of timber from the Licence area and “removed” and “removing” have the corresponding meanings;

“road permit” means, unless the context otherwise requires, a road permit associated with the Licence granted to the Licensee under the *Forest Act*;

“special forest product” means a special forest product under the *Forest Act*.

NOTE: Delete either Tree Farm Licence or Timber Supply area depending on which area the Licence has been defined within Paragraph 1.02.

“Timber Sales Manager” means

“timber supply area” means the Quesnel Timber Supply Area designated by the Minister under section 7 of the *Forest Act* and as identified in Paragraph 1.02;

“*Wildfire Act*” means the *Wildfire Act*, S.B.C. 2004, c. 31, as amended from time to time or the successor to that Act if it is repealed;

“waste” has the meaning for waste as defined in the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended from time to time.

“work area” means the defined area specified in Paragraph 1.02 (b) of this Licence from which the Licensee is authorized to take secondary fibre or decked timber.

- 15.03 Unless otherwise provided in Paragraph 15.02, if a word or phrase used in this Licence is defined in the *Forest Act*, the *Forest and Range Practices Act* or the *Forest Practices Code of British Columbia Act*, the definition in the Act applies to this Licence, and where the word or phrase in the Act is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.
- 15.04 If a provision of the *Forest Act*, the *Forest Practices Code of British Columbia Act* or the *Forest and Range Practices Act* referred to in this Licence is renumbered, the reference in this Licence is to be construed as a reference to the provision as renumbered.
- 15.05 In the Licence, unless the context otherwise requires:
- (a) the singular includes the plural and the plural includes the singular; and
 - (b) the masculine, the feminine and the neuter are interchangeable.

THIS LICENCE has been executed by the Minister and the Licensee on the dates written below.

SIGNED on behalf of **Her Majesty the Queen in Right of the Province of British Columbia** by the Minister of Forests, Lands, Natural Resource Operations and Rural Development or the Minister's Authorized Representative:



Signature

Ian Hannah, R.P.F., A/District Manager, Quesnel Natural Resource District
Printed Name and Title

October 14, 2021

Date

SIGNED on behalf of Clauson Equipment Solutions Ltd. by a duly authorized signatory:



Authorized Signature

Mark Clauson, Manager
Printed Name and Title

Oct 5, 2021

Date

SCHEDULE A

1.00 OTHER CONDITIONS AND REQUIREMENTS

- 1.01 The Licensee must comply with the following special conditions and terms as set by the Regional Executive Director, District Manager or Timber Sales Manager:
- (a) **RIGHTS OF OTHER OCCUPIERS:** The rights granted under the Licence area subject to other rights of use and occupation and the Licensee must not interfere with the exercise of those rights;
 - (b) **START UP AND COMPLETION NOTIFICATION:** The Licensee must contact the District Manager or designate before start up and at completion of operations;
 - (c) **USE OF CUTBLOCK ROADS WITHIN WORK AREA:** Sections 79.2 and 79.21 of the Forest Planning and Practices Regulation (FRPA) apply to the use of a road by the Licensee within the area in the attached maps and work area specified in Paragraph 1.02 of this Licence;
 - (d) **REPORTING:** The Licensee must submit a report within 60 days after completion of operations to the District Manager which specifies:
 - (i) the area in which harvesting occurred;
 - (ii) the volume of Crown timber removed from the Licence area;
 - (iii) the areas within the Licence area where decked or debris piles remain;

2.00 EXEMPTIONS

- 2.01 Notwithstanding the terms and conditions of the Licence, the Regional Executive Director or District Manager grants the following exemption(s):
- (a) **MARKING WITH HAMMER EXEMPTION:** Pursuant to section 84 (5) of the *Forest Act*, the Licensee is exempt from the marking requirement of sections 84 (1) and (3) of the *Forest Act* on the condition that the correct timber mark must be legibly and conspicuously applied to the timber removed or transported on at least two log ends at the front, two log ends at the back and each side of the load using paint or crayon.

SCHEDULE B

1.00 RESERVED TIMBER

- 1.01 Timber reserved from harvest under this Licence is that timber reserved from harvest under the forestry legislation.



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

**Forestry Licence to Cut
A98264
Amendment # 1**

Amendment to Forestry Licence to Cut A98264.

This Amendment to **Forestry Licence to Cut A98264** dated September 24, 2021, between **Her Majesty the Queen in Right of the Province of British Columbia** and **Clauson Equipment Solutions Ltd.**, holder of the said Forestry Licence to Cut, A98264, is made effective on the 26th day of November, 2021.

Whereas the Parties have mutually agreed to amend the terms and conditions of the said Forestry Licence to Cut, A98264 in the manner set forth in this Amendment.

Now, therefore, in consideration of the premises and other valuable considerations now exchanged between the Parties hereto, the Parties agree as follows:

- The completion date for the fire guard portion of Forestry Licence to Cut, A98264 is extended to January 31, 2022.

This Amendment forms an integral part of the Forestry Licence to Cut A98264 and is attached as a part of that Forestry Licence to Cut, A98264.

By signing, the Parties acknowledge and agree to this Amendment and confirm the said Forestry Licence to Cut, A98264.

SIGNED on behalf of **Her Majesty the Queen in Right of the Province of British Columbia** as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development or the Minister's Authorized Representative

Minister or the Minister's Authorized Representative

Ian Hannah, R.P.F., A/District Manager, Quesnel Natural Resource District
Printed Name (and Title if Minister's Authorized Representative)

December 13, 2021
Date

SIGNED on behalf of **Clauson Equipment Solutions Ltd.** by a duly authorized signatory

Authorized Signatory

Matt Clauson, Owner
Printed Name and Title

Dec 8, 21
Date



Amendment to Forestry Licence to Cut A98264

This Amendment to **Forestry Licence to Cut A98264** dated **September 29, 2021**, between **Her Majesty the Queen in Right of the Province of British Columbia** and **Clauson Equipment Solutions Ltd.**, holder of the said **Forestry Licence to Cut A98264**, is made effective on the **1st day of April, 2022**.

Whereas the Parties have mutually agreed to amend the terms and conditions of the said **Forestry Licence to Cut A98264** in the manner set forth in this Amendment.


Now, therefore, in consideration of the premises and other valuable considerations now exchanged between the Parties hereto, the Parties agree as follows:

The completion date for the non-fire guard portion of **Forestry Licence to Cut A98264** has been extended from **March 31, 2022**, to **November 1, 2022**.

This Amendment forms an integral part of the Forestry Licence to Cut A98264 and is attached as a part of that Forestry Licence to Cut A98264.

By signing, the Parties acknowledge and agree to this Amendment and confirm the said **Forestry Licence to Cut A98264**.

SIGNED on behalf of **Her Majesty the Queen in Right of the Province of British Columbia** as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development or the Minister's Authorized Representative


Minister or the Minister's Authorized Representative

Ian Hannah, District Manager
Printed Name (and Title if Minister's Authorized Representative)

March 24, 2022
Date

SIGNED on behalf of **Clauson Equipment Solutions Ltd.** by a duly authorized signatory


Authorized Signatory

Math Clauson, Owner
Printed Name and Title

March 18, 22
Date