

AMENDMENT NO. 16

THIS INDENTURE made in duplicate this .....<sup>21<sup>st</sup></sup> day  
of .....<sup>May</sup>..... in the year of our Lord One Thousand Nine  
Hundred and Fifty-Eight.

BETWEEN

THE MINISTER OF LANDS AND FORESTS  
of the Province of British Columbia,  
who, with his successors in office  
is hereinafter called "the Licensor",

OF THE ONE PART

AND

ALASKA PINE AND CELLULOSE LIMITED  
a corporation duly incorporated under  
the laws of the Dominion of Canada,  
and having its registered office in  
the City of Vancouver in the Province  
of British Columbia, hereinafter  
called "the Licensee",

OF THE OTHER PART.

WHEREAS by an indenture, made in duplicate on the twenty-  
sixth day of October in the year of our Lord one thousand nine hundred  
and fifty between the parties hereto, the Licensor did grant unto the  
Licensee the management of certain Crown lands therein described  
subject to the terms and conditions set forth in the said indenture:

AND WHEREAS the parties hereto have mutually agreed to  
amend the said indenture as hereinafter set forth:

NOW THIS INDENTURE WITNESSETH THAT in consideration of the  
premises and the sum of one dollar now paid by the Licensee to the  
Licensor, receipt whereof is hereby acknowledged, the parties hereto  
agree as follows:

- (1) That Clause 2 in the above mentioned indenture, dated  
October 26th, 1950, be stricken out and replaced by  
the clause set forth below, which shall be 2 and be  
of the same force and effect as if such clause had  
been originally incorporated in the said indenture  
in the place and stead of the said Clause 2. The  
following is the replacing clause:

"2. This licence is given for the maintenance of and shall be appurtenant to the Licensee's manufacturing plant or plants to be maintained in operation in British Columbia, and the plant or plants to be capable of utilizing the total wood product of this licence and any other tree farm licence or tree farm licences that may hereafter be acquired or controlled by the Licensee. Providing always that the Licensee's mill or mills on Quatsino Sound for the support of which this licence was issued originally, shall be maintained in operation in accordance with the further provisions of this licence at a capacity not less than the average annual production of the Port Alice pulp mill for the five-year period ending October 26th, 1950."

- (2) That Clause 3 in the above mentioned indenture, dated October 26th, 1950, be stricken out and replaced by the clause set forth below, which shall be 3 and be of the same force and effect as if such clause had been originally incorporated in the said indenture in the place and stead of the said Clause 3. The following is the replacing clause:


"3. The wood removed from this or any other tree farm Licence acquired or controlled by the Licensee, shall be either processed in the Licensee's manufacturing plant or plants or exchanged for an equivalent volume of wood which in turn shall be so processed; except such tree species or forest products as the Licensor may approve in writing for disposal elsewhere. For the purposes of this agreement the term "Licensee's manufacturing plant or plants" shall include plants operated by subsidiaries of the Licensee."

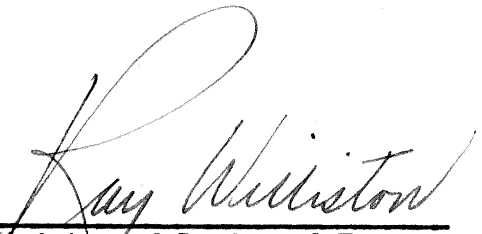
- (3) That the said parties hereto, subject to the terms of this indenture, confirm in all other respects the said indenture dated the 26th day of October, 1950, and all subsequent Amendments thereto.

(4) This Indenture shall be binding upon the Licensor and his successors in office, and upon the Licensee, its successors and assigns.

IN WITNESS WHEREOF the Licensor has executed these presents and the Licensee has hereto affixed its corporate seal by the hands of its proper officers in that behalf.

SIGNED SEALED AND DELIVERED  
in the presence of:


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Minister of Lands and Forests

THE COMMON SEAL OF THE LICENSEE  
was hereunto affixed in the  
presence of:

  
Pres.

\_\_\_\_\_

  
Secretary

