



THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

FOREST SERVICE

OFFICE OF
THE DEPUTY MINISTER
VICTORIA, B.C.

September 4th, 1958.

File: T.F.L. 24
T.F.L. 25
T.F.L. 6

Memorandum to:

The Honourable the Minister

You will remember that in May of this year the licence document for Tree Farm Licence No. 6, Alaska Pine and Cellulose Ltd., was amended to permit the transfer of logs from the licence area to plants other than the Port Alice mill, as long as the plants were owned or controlled by the Licensee. Provision was also made for the exchange of logs from the licence area for equivalent volumes of logs from other sources.

Subsequent to this amendment, No. 16, Tree Farm Licences 24 and 25 were awarded to the Company. The wording of clause 3 of the Tree Farm Licence No. 6 amendment imposes a condition on these new licences which, because of long standing commitments by Alaska Pine for deliveries of logs to Powell River, is impossible to fulfill. These deliveries are from Powell River Company licences over which Alaska Pine and Cellulose Ltd. have cutting rights and which will become a part of Alaska Pine Tree Farm Licence No. 25 in the second rotation. *(tagged on file)*

To correct this situation, Amendment No. 17 has been prepared to cancel and replace Amendment No. 16. In the new amendment, clause 3 is revised by the deletion of the two phrases "or any other" in the first line, and "acquired or controlled by the Licensee" in the second line.

In other respects, the meaning of Amendment No. 16 remains unchanged.

Your signature is recommended.

R. G. McKee,
Deputy Minister.

TREE FARM LICENCE NUMBER 6

AMENDMENT NO. 17

THIS INDENTURE made in duplicate this ..*9th*.....
day of ..*September*..... 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 by an Indenture, dated the
Twenty-first day of May, 1958, amended the aforementioned Indenture and
designated such amendment as "Amendment No. 16"

NOW THIS INDENTURE WITNESSETH THAT in consideration of
the premises and the sum of One Dollar (\$1.00) of lawful money of Canada,
now paid by the Licensee to the Licensor, receipt whereof is hereby ac-
knowledged, the parties hereto agree as follows:

(1) That Clause 3 in the first mentioned Indenture, dated the 26th day
of October, 1950, as amended by the said Indenture, dated the 21st
day of May, 1958, be stricken out and replaced by the clause set
forth below, which clause shall be No. 3 and be of the same force
and effect as if such clause had been originally incorporated in
the first above-mentioned Indenture in the place and stead of the
said Clause 3. The following is the replacing clause:

"3. The wood removed from this tree farm licence 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."

- (2) 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.
- (3) 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:

Genia J. McRoberts
Witness

Ray Winston
Minister of Lands and Forests

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

Walter H. ...
President

G. L. Drauche
Secretary

