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ERIN L ROLNICK
Notary Public - State of New York
NO. 01R06326932
Qualified in Westchester County
My Commission Expires Jun 29, 2019

## ELK FALLS INDUSTRIAL SITE, CAMPBELL RIVER, BRITISH COLUMBIA, CANADA SALE AGREEMENT AMENDING AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective as of the 8<sup>th</sup> day of April, 2016. **BETWEEN**:

**0942065** B.C. LTD., a corporation incorporated under the laws of British Columbia ("Seller")

- and -

**0942069 B.C.** LTD., a corporation incorporated under the laws of British Columbia ("Nominee"")

- and -

**1069130 B.C.** LTD., a corporation incorporated under the laws of British Columbia ("**Purchaser**")

WHEREAS Seller, Nominee and Purchaser entered into an agreement entitled "Elk Falls Industrial Site, Campbell River, British Columbia, Canada Sale Agreement" dated March 22, 2016 (the "Sale Agreement");

AND WHEREAS the Parties have agreed to amend the Sale Agreement as more particularly specified herein;

NOW THEREFORE in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

- 1. **Definitions**. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings set out in the Sale Agreement.
- 2. **Amendments.** Effective as of the date hereof, the Parties agree to amend the Sale Agreement as follows:
  - (a) <u>Definition of Acquired Assets</u>: the definition of "Acquired Assets" in the Sale Agreement is hereby deleted and replaced with the following:
    - (i) "Acquired Assets" means, as they exist on the Execution Date:
      - (A) the Lands;
      - (B) the Buildings and Fixtures;
      - (C) the benefit of the Licenses and Permits;
      - (D) the benefit of the Contracts and the Leases;

- (E) the benefit of the Statutory Rights of Way;
- (F) any Books and Records being transferred to Seller;
- (G) all of the issued and outstanding shares of the Nominee; and
- (H) the Intellectual Property,

but excluding any Excluded Assets;

- 3. **Continuing Effect**. Except as modified by this Amending Agreement, the terms of the Sale Agreement are hereby ratified and confirmed and any reference to the Sale Agreement shall be deemed to be a reference to the Sale Agreement, as amended by this Amending Agreement.
- 4. **Enurement**. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- 5. Counterparts. This Agreement may be executed in counterpart and all executed counterparts together shall constitute one contract. Signature pages from separate counterparts may be faxed or mailed electronically in portable document format and may be combined to form a single counterpart. This Agreement shall not be binding upon any Party unless and until it has been executed by all Parties.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been duly executed by each Party and shall have effect as of the date first above written.

0942065 B.C. LTD.	1069130 B.C. LTD.		
Per: Name: J. Dayld Rushford Title: Senior Vice President & Chief Operating Officer	Per: Name: Title:		
Per: Name: Title:	Per:Name; Title:		
Per: Name:  J. Dayld Rushford			
Title: Senior Vice President & Chief Operating Officer  Per:	•		

**IN WITNESS WHEREOF** this Agreement has been duly executed by each Party and shall have effect as of the date first above written.

## 0942065 B.C. LTD.

## 1069130 B.C. LTD.

Per:	
Name:	Per:
Title:	Name: Wentao Yang
	Title: Director
Per:	Per:
Name:	Name:
Title:	Title:
0942069 B.C. LTD.	
Per:	
Name:	MARKET TO POPULATION OF CONTROL O
Title:	
Per:	·
Name:	
Title:	