**Recreational Camp License**

**(Canada)**

This license agreement is dated January 1, 2024, and is between **J. D. IRVING, LIMITED** (the “Land Owner”) and xxxxxxxx (the “Licensee”).

The parties agree as follows:

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| **KEY TERMS: License #:**  |
| Property: | being a portion of PID#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as identified on **Schedule A** |
| Initial term: | Start: January 1 End: December 31 of the current calendar year (subject to extensions in section 1 below) |
| Fees: | Initial fee (due upon signing): $\_\_\_\_\_\_\_\_\_\_\_\_Annual fee (due on each renewal): [ ]  Waterfront $\_\_\_\_\_\_\_/year  [ ]  Non-waterfront $\_\_\_\_\_\_\_/year |
| Road access: | [ ]  Yes [ ]  No (If Yes, please refer to section 4 below) |
| Proof of Insurance: | [x]  Yes [ ]  No (If Yes, please attach; new certificate required with each annual payment) |

1. **Term**.
	1. This agreement will be for a period commencing on the start date indicated above and ending on December 31 of the current calendar year (the “**Initial Term**”). The Initial Term will automatically extend upon the same terms and conditions for up to eight successive one-year periods thereafter, unless otherwise terminated by either party by providing notice not less than 30 days in advance of the expiration of the Initial Term or any successive one-year term. Notwithstanding any other provision in this agreement, (i) if not earlier terminated, this agreement will automatically terminate at the expiry of the eighth renewal period, and (ii) the Land Owner in its sole and absolute discretion may at any time terminate this agreement on 30 days prior notice to the Licensee.
2. **License and fee.**
	1. The Licensee is hereby granted for the duration of this agreement and subject to the terms hereof to enter upon and occupy the property as described above (the “**Property**”).
	2. The Licensee’s rights to utilize and occupy the Property (together with any associated road access rights) as specified herein (together, the “**Lands**”) are solely for personal recreational use and for no other purpose whatsoever. For greater certainty, commercial or “for-profit” activities are strictly prohibited. No estate or interest in the Lands are being granted to the Licensee by this agreement and the Licensee acknowledges that the Land Owner owns the Lands in fee simple, and the Land Owner may grant or convey any rights or interests in the Lands to any other person or persons, which rights or interests may be greater than, conflict with and even cancel or void this agreement.
	3. The Land Owner reserves the right to revise the license fee by providing the Licensee with notice at least 30 days’ prior notice. All fees are subject to applicable taxes and are payable within 30 days of the due date or receipt of the invoice for same provided by the Land Owner to the Licensee, whichever is earlier.
	4. The Licensee acknowledges that the use of the Lands are being Licensed to the Licensee is on an “as-is where-is” basis and the Licensee is responsible for determining their suitability for the safe use by the Licensee or the Licensee’s visitors, invitees, agents or representatives (together, “**Representatives**”).
	5. The Licensee and its Representatives will comply with all laws and regulations which apply to the Lands and the Licensee’s activities conducted thereon, including, without limitation, obtaining all permits for any such activities. For greater certainty, the Licensee and its Representatives will comply with all environmental laws and regulations including, without limitation, all laws, rules and regulations with respect to the protection of streams, rivers and other waterways, as applicable.
	6. This license granted under this agreement is a personal right of the Licensee and is not assignable, is not transferable and may not be bequeathed. The Licensee has no estate or interest in the Lands. The Licensee will not encumber this agreement or otherwise grant any interest in the license granted under this agreement, the rights with respect to the Lands to any other person without the prior consent of the Land Owner, which consent may be withheld or conditioned in the Land Owner’s sole discretion.
	7. The Licensee will not construct any buildings or structures or otherwise make any improvements on or to the Lands without the prior consent of the Land Owner, which consent may be withheld or conditioned in the Land Owner’s sole discretion.
3. **Maintenance and Repair.**
	1. The Land Owner will in no event whatsoever be liable to the Licensee for the cost or value of any building, structure or improvement existing on the Lands by the Licensee, regardless of the basis for any such claim. The Licensee will maintain the Lands and all buildings, structures and improvements thereon in a neat and sanitary manner and will provide for the proper storage and disposal of all fuels, sewage, garbage, and any other waste to the satisfaction of the Land Owner.
	2. The Licensee will be solely responsible for all maintenance, repair or remediation issues, costs or charges related to the buildings, structures or improvements existing on the Lands by the Licensee as well as all fuel, septic or waste storage and disposal systems on the Lands.
4. **Road Access.** If road access is granted, the Licensee acknowledges and agrees to the following terms:
	1. Such access is a non-exclusive license for the term of this agreement to access the property via those logging and forestry roads owned by the Land Owner and identified on Schedule A (the “**Roads**”). The Land Owner will notify the Licensee of the Roads to be used to access the property and may, with prior notice to the Licensee, change the Roads to be used to access the Lands at any time and from time to time.
	2. The Roads are part of industrial timberlands and industrial forest activities take place on such timberlands daily and continuously. As a result, large forestry equipment and motor vehicles, including very large off-road trucks, will utilize the Roads.
	3. The management of the property on which the Roads are located may require maintenance of the Roads and/or construction and maintenances of additional roadways, which may not be highways or public roads, and the movement of vehicles and mobile equipment on such roads. Licensee will be deemed to have given permission by this agreement and irrevocably consents and grants leave of all such construction and maintenance of Roads and movement of vehicles (including very large off-road trucks) on such Roads. Licensee will evidence such consent by any necessary action, including confirmation in writing that Land Owner requires, acting reasonably.
	4. Where necessary, the Land Owner will provide the Licensee with the necessary key/passcard/passcode to access the Roads. Upon termination of this agreement and at any time at the request of the Land Owner, the Licensee will immediately return any key/passcard provided to the Licensee by the Land Owner and the Licensee agrees that it will not copy, reproduce or distribute any key/passcard or disclose any passcode to any third party. Notwithstanding any of the foregoing, in the event that weather or safety conditions dictate, the Land Owner may temporarily restrict the Licensee’s access to the Roads; provided, however, that the Land Owner will, when reasonably practicable, provide the Licensee with prior notice of such access restriction.
	5. The Licensee and its Representatives will abide by all posted signs on the Roads. Nothing in this agreement will obligate the Land Owner to maintain or repair the Roads, and Land Owner makes no representations as to the suitability, safety or upkeep of the Roads. Licensee and its Representatives will use the Roads at their own risk.
	6. If the Licensee or its Representatives cause damage to the Roads or any building or structure located on the property on which the Roads are located, Licensee will promptly inform the Land Owner of such damage. The Land Owner reserves the right to undertake the required repair work at the Licensee’ sole cost and expense (including an overhead charge of 33%). In the event the Land Owner waives its rights to perform the repair work, the Licensee will, within 10 days of being notified by Land Owner that it will not perform such repair work, hire a third-party to provide the repair work at Licensee’s sole cost and expense; provided, however, the Licensee will obtain the approval of the Land Owner prior to commencing such repairs. All repair work performed must be pursued with commercially reasonable diligence.
5. **Land Owner Activities**.
	1. The Licensee acknowledges that all activity of the Land Owner, its affiliates (in existence now or subsequent to the date hereof) and their respective agents, servants, employees, patrons, customers, contractors, sub-contractors, invitees, licensees, departments and concessionaires (each, an “**Owner Representative**”) will take priority over the activities of the Licensee and its Representatives should there be any conflict. Neither the Licensee or its Representatives will interfere in any way with the Land Owner’s operations or the operations of an Owner Representatives. Neither the Land Owner nor any Owner Representative will be under any obligation to the Licensee to restrict its silviculture, harvesting or other operations for the benefit of the Licensee.
6. **Insurance.**
	1. The Licensee will obtain and maintain during the term of this agreement, at its sole cost and expense, insurance coverage in a form and with insurers satisfactory to the Land Owner, liability insurance with a minimum limit of $1,000,000 per occurrence for bodily injury or death of a person, and property damage (including forest firefighting expense liability with a limit of $500,000). The Licensee will also insure any property or improvements on the Lands for such amount as it determines to fully reimburse it for any loss. This coverage may be provided by an extension to a homeowner policy (if the Licensee is an individual), or by a separate policy, and will include the Land Owner and its directors, officers, employees, and agents as additional insureds, include a cross-liability clause, and provide that insurers will endeavor to notify the Land Owner in writing at least 30 days prior to policy cancellation or non-renewal. Such insurance will include a waiver of subrogation in favour of the Land Owner and its directors, officers, employees and agents. Upon request and immediately following policy renewal, the Licensee will provide evidence of insurance to the Land Owner in the form of a certificate of insurance or letter outlining this coverage and signed by an authorized representative of the insurance company. Such coverage does not restrict or limit the liabilities assumed by the Licensee under this agreement.
7. **Waiver and Indemnity.**
	1. The Licensee will not make any claim or demand against the Land Owner, any Owner Representatives or against any of their respective directors, officers, employees, agents, contractors or subcontractors (collectively, the “**Releasees**”) for any injury, including injury resulting in death, or loss or damage to property, suffered or sustained by the Licensee or by any third party who is an invitee of the Licensee which is based upon, arises out of or is connected with this agreement and the Licensee hereby waives as against the Releasees all such claims or demands.
	2. The Licensee will indemnify and save harmless the Releasees from and against (a) any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted; and (b) any and all losses, costs, damages or expenses (including legal expenses) suffered or incurred by the Releasees or any of them, including injuries resulting in death, and damage to or destruction of vehicles, equipment or other property, which are based upon, arise out of or are connected in any way with (i) the exercise of the rights under this agreement, or (ii) the violation of any laws, orders, regulations, requirements or demands of government authorities, now in effect or in effect at any time in the future, which are based upon or related to the use of the Lands by the Licensee or its Representatives. In addition, the Licensee will indemnify and save harmless the Releasees from and against any and all liabilities, claims, damages, penalties, suits, proceedings, judgments, expenditures, losses and charges, costs, disbursements and expenses of any kind or of any nature whatsoever (including, without limitation, attorney and consultant fees, investigation and laboratory fees, compliance and monitoring fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (A) the discovery, presence, disposal, release or remediation, clean-up, removal or monitoring of any hazardous materials on the Lands or any other lands owned by the Land Owner in violation of applicable environmental laws that have been generated, caused or introduced by the Licensee or other parties claiming or acting under the Licensee, or (B) any violation of laws, orders, regulations, requirements, or demands of government authorities, now in effect or in effect at any time in the future, which are based upon or in any way related to the use by the Licensee (or its Representatives) of (aa) the Property, (bb) any other lands owned by the Land Owner, or (cc) the Roads.
	3. The above release and indemnity will apply notwithstanding that such claims, demands, awards, actions, proceedings, losses, costs, damages, expenses, injuries or destruction are caused or contributed to by the acts or omissions of the Releasees or any of them.
	4. The Licensee understands and agrees that these release and indemnity provisions are fundamental terms and conditions of this agreement failing which the Land Owner would not have granted the license under this agreement. This section 7 will survive the termination of this agreement for any reason.
8. **Taxes.**
	1. The Land Owner will pay, when due, all real property taxes and assessments levied against the Property, including any improvements located thereon, by a governmental body (collectively, "**Taxes**"); provided, however, the Licensee will pay, when due, all real property taxes and assessments levied against the Property, whether assessed separately or not, together with any additional real or personal property taxes, assessment and other governmental charges levied upon, against, and applicable to the Property arising from improvements made by, or the activities of, the Licensee on the Lands. The Licensee agrees to promptly reimburse the Land Owner for the Licensee’s proportionate share of the Taxes, or to pay the same directly to the governmental body, at the Land Owner’s preference, upon notice by the Land Owner to the Licensee setting forth the Licensee’s proportionate share thereof. The Licensee’s duty to reimburse exists only with respect to Taxes accrued for tax years during the period this agreement remains in effect, regardless of when such Taxes are payable. The Licensee will promptly notify and provide reasonable evidence to the Land Owner that its respective portion of the Taxes have been paid in full prior to the date such Taxes may be paid to the governmental body without interest or penalty. In the event the Licensee fails to make its payment as required under this paragraph and such failure by the Licensee results in an assessment of interest or penalty by the governmental body, then, in addition to any other remedies the Land Owner may have for such default, the Licensee will be responsible for the payment of such interest or penalty.
9. **Miscellaneous:**
	1. The Licensee and its Representatives will take all reasonable care and take all reasonable steps to prevent damage by fire to the Lands. The Licensee and its Representatives will strictly obey all fire regulations of the Land Owner as well as those under applicable law. The Licensee will indemnify and save harmless the Land Owner from all claims and damages whatsoever related to fires arising from the actions of the Licensee or its Representatives. In the event the Licensee encounters or observes any open fires on or around the Lands the Licensee will use all reasonable efforts to immediately notify the Land Owner of such fire (including the location of such fire and details pertaining to the intensity of such fire) by calling (506) 632-7777. OPEN BURNING OF ANY TYPE IS STRICTLY PROHIBITED.
	2. The Land Owner reserves the right, and the Licensee hereby grants to the Land Owner permission, to inspect the Property and all buildings, structures and improvements thereon at any time and from time to time. Neither the Licensee nor its Representatives will cause any nuisance or damage to the Land or leave any waste or debris on the Lands or any lands adjacent to such Lands.
	3. There may, now or in the future, be mortgages, security, charges, interests and encumbrances (“**Liens**”) granted by the Land Owner over the Lands. This agreement is subject to all such Liens now or hereafter granted or made by the Land Owner. If such Liens exist, the Licensee, upon request, will acknowledge the priority of such Liens and the Licensee will attorn to the same.
	4. In the event the Licensee fails to satisfy any of the terms, covenants or conditions of this agreement on its part to be performed and such failure continues for 10 days after the delivery by the Land Owner of notice of such failure to the Licensee, then the Licensee’s rights hereunder will terminate. The Licensee hereby expressly waives any provision of law now in force, or which may thereafter be enacted, giving the Licensee any rights other than those expressed herein.
	5. In the event that this agreement is terminated, the Licensee will promptly remove all buildings, structures, improvements, and other personal property from the Lands within 90 days of termination of this agreement to the satisfaction of the Land Owner, acting reasonably. If the Licensee fails to remove all or a portion of the buildings, structures, improvements, or personal property by such date, the Licensee will be deemed to have given up and surrendered any and all ownership interests in such buildings, structures, improvements, and personal property and the Land Owner may arrange to complete the removal of such buildings, structures, improvements, and personal property and is hereby entitled to full compensation from the Licensee for all costs and expenses incurred in undertaking such activities and the Licensee will pay such amounts to the Land Owner within five days after the Land Owner gives notice of it incurring such costs and expenses. This paragraph will survive the termination of this agreement for any reason.
	6. All notices, consents and communications hereunder will be addressed to the Licensee at the address set out below or such other place as may be designated by written notice to the Land Owner.All notices, consents and communications hereunder will be addressed to the Land Owner at the address set out below or such other place as may be designated by written notice to the Licensee:

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| J.D. Irving, LimitedP.O. Box 5777300 Union St.Saint John, N.B. E2L 4M3Attention: Co-Chief Executive Officer | *With a copy to:*P.O. Box 5888300 Union St.Saint John, N.B. E2L 4L4Attention: Secretary |

All notices, consents and communications hereunder will be deemed to be received on the fifth business day following the date of posting.

* 1. Neither this agreement nor notice of it will be registered or filed in any land titles, land registry or similar system.
	2. This agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements, both written and oral, among the Parties hereto with respect thereto.
	3. This agreement is governed by and will be interpreted in accordance with the laws in force in the Province where the Property is located, and the parties agree to submit to the exclusive jurisdiction of the courts of such Province.
	4. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. It is the express intent of the parties that a legal requirement that this agreement be in writing will be satisfied by an electronic form.

The parties are signing this contract on the dated stated in the introductory paragraph.

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| **Land Owner****J.D. IRVING, LIMITED**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Jason LimongelliTitle: Vice President - WoodlandsBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Anthony HourihanTitle: Director – Land Development | **Licensee:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: **Address of Licensee:** |

**Schedule A**

**Property and Roads (if applicable)**

**Schedule B**

**Proof of Insurance**

**(to be attached)**