

**Recreational Camp Lease
(Maine)**

This Lease Agreement (the “**Agreement**”) is dated effective as of _____, 202[___] and is by and between **ALLAGASH TIMBERLANDS L.P** (the “**Land Owner**”) and _____ ~~and~~ _____ (the “**Tenant**”).

The parties agree as follows:

KEY TERMS:		Lease #:
Subdivision:	Burnt Landing Campsites <u>Camp Lots</u> situated in Township 17, Range 5, W.E.L.S. (Cross Lake Township), Aroostook County, State of Maine, as depicted on <u>subdivision</u> plan entitled	
Concept Plan:	<u>[“ _____ ” dated Final Subdivision Plan - Burning Landing Camp Lots, T17 R5 Cross Lake Township, Maine dated _____, 2024]</u> prepared by Haley Ward and recorded in the Aroostook County Registry of Deeds in Plan Book ___, Page ___, (the “ Subdivision Plan ”), a copy of which is attached here to as Exhibit A.	
Subdivision Declaration:	The Fish River Chain of Lakes Concept Plan approved by the Maine Land Use Planning Commission (“LUPC”) on September 11, 2019 pursuant to Zoning Petition ZP 768, effective as of September 26, 2019, as the same may be amended or supplemented from time to time.	
Leased Property:	Declaration of Rights, Covenants, Conditions and Restrictions of the West Cross Lake [A] Subdivision <u>Burnt Landing Camp Lots</u> attached hereto as Exhibit B , as the same may be amended or supplemented from time to time.	
	Certain land situated in the <u>subdivision known as the</u> Burnt Landing Campsites <u>Subdivision Camp Lots</u> being Lot ___ as depicted on the Subdivision Plan, <u>together with and subject to</u> the rights, covenants, conditions and restrictions set forth in the Subdivision Declaration.	
Term:	Start Date: June 1, 202[___] End Date: May 31, 202[___]	
Annual Rent:	Annual Rent (due in full on or before signing):	\$ _____ (USD)
		<input type="checkbox"/> <u>Waterfront</u>
		<input type="checkbox"/> <u>Non-waterfront</u>
Processing Fee:	New Lease/Assignment of Lease	\$750.00 (USD)
Proof of Insurance:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, please attach; new certificate required with each annual payment)	

1. Leased Property. Land Owner hereby leases to Tenant, and Tenant hereby rents from Land Owner, the Leased Property (as defined in the Key Terms above), *together with and subject to* the terms and conditions of the Subdivision Declaration (as defined in the Key Terms above) and all other terms and conditions of this Agreement. Tenant accepts the Leased Property in “as is” condition. Tenant acknowledges that neither Land Owner nor any agent or representative acting on behalf of Land Owner has made any representation of any kind regarding the condition of the Leased Property or the suitability of the Leased Property for any purpose.

2. Term. This Agreement will be for the Term (as defined in the Key Terms above), commencing on the Start Date indicated above and ending on the End Date indicated above. Renewal of this Agreement upon expiration of the Term, and the terms and conditions of any such renewal, shall be at the discretion of Land Owner.

3. Payment of Annual Rent. Tenant shall pay the Annual Rent (as defined in the Key Term above) to Land Owner in a single payment, without setoff or deduction, at P.O. Box 5777, Saint John, NB E2L 4M3, Attn. Property Manager, or at such other place as Land Owner may designate in writing, on or before commencement of the Term.

4. Use

(a) The Tenant's rights to utilize and occupy the Leased Property as specified herein are solely for residential and non-commercial personal recreational use and for no other purpose whatsoever. For greater certainty, commercial or "for-profit" activities are strictly prohibited.

(b) The Tenant acknowledges that the use of the Leased Property is on an "as-is where-is" basis and the Tenant is responsible for determining its suitability for the safe use by the Tenant or the Tenant's visitors, invitees, agents or representatives (together, "**Representatives**").

(c) The Tenant and its Representatives will comply with all laws, ordinances, regulations, permits and approvals which apply to the Subdivision and to the Leased Property, and to their respective use of the Leased Property and their respective activities conducted thereon, including, without limitation, obtaining all permits and approvals for any such use and activities and otherwise complying with the terms and provisions of the Declaration, matters set forth on the Subdivision Plan and the Fish River Chain of Lakes Concept Plan (defined below). In furtherance of the forgoing and for greater certainty, the Tenant and its Representatives will comply with the terms and provisions of ~~the Concept Plan (as defined in the Key Terms above)~~ and 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, and including without limitation The Fish River Chain of Lakes Concept Plan approved by the Maine Land Use Planning Commission on September 11, 2019 pursuant to Zoning Petition ZP 768, effective as of September 26, 2019, as the same may be amended or supplemented from time to time (the "Fish River Chain of Lakes Concept Plan").

(d) The Tenant will not construct any new or additional buildings or structures or otherwise make any improvements (collectively, the "**Tenant Improvements**") on or to the Leased Property without the prior written consent of the Land Owner, which consent ~~may be~~ shall be in Landlord's discretion but shall not be unreasonably withheld or conditioned ~~in the Land Owner's sole discretion~~. If Land Owner does provide such consent, Tenant shall not begin construction until Tenant has first obtained, at Tenant's sole cost and expense, a building permit or other required approvals, as applicable, from the municipality, Maine Land Use Planning Commission or from any other governmental agency, as applicable. All construction of Tenant Improvements shall be made at Tenant's sole expense and must be undertaken in compliance with the terms and provisions of the Declaration, all permits and approvals, ~~including without limitation requirements of the Concept Plan and~~ issued with respect thereto, any permits and approvals issued in connection with approval of the Subdivision and as set forth on the Subdivision Plan, and any and all applicable building codes, laws, regulations and ordinances applicable to the Leased Property, including without limitation requirements of The Fish River Chain of Lakes Concept Plan referenced above. Tenant shall obtain, or require its contractors to obtain, commercially reasonable levels of general liability insurance and workers compensation insurance for its contractors and their employees.

(e) All Tenant Improvements shall be constructed in a good and workmanlike manner. Tenant shall (i) not allow any mechanics liens or liens of any nature to be placed against the Leased Property, the Subdivision or any other property of Land Owner, or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant, Tenant shall immediately discharge the same and (ii) defend, indemnify and hold harmless Land Owner against and from any and all liability, claim of liability or expense (including, by way of example rather than of limitation, that of reasonable attorneys' fees) incurred by Land Owner on account of any such lien or claim. This provision shall not be interpreted as meaning that Tenant has any authority or power to permit any lien of any nature or description to attach to or be placed upon Land Owner's title or interest in the Leased Property, the Subdivision or any other property of Land Owner, or any portion thereof. In addition to any other indemnifications or releases set forth herein, Tenant hereby releases and agrees to indemnify Land Owner for any and all claims, liabilities or losses of any kind and description which may arise out of or be connected in any way with any Tenant Improvements, including the construction, maintenance or repair of the same, or with any of the Tenant obligations set forth in in this Section.

5. Maintenance and Repair.

(a) The Tenant will maintain the Leased Property 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 in compliance with all applicable State and local laws and regulations and to the satisfaction of the Land Owner. No incinerators shall be permitted. All sanitary facilities must be located and constructed in accordance with State laws, rules

and regulations and there shall be no discharge of untreated or partially treated sewage or other waste materials directly or indirectly into the waters of any lake, pond, river, stream, brook or swamp.

(b) The Tenant will be solely responsible for all maintenance, repair or remediation, and all costs or charges related to the same, with respect to all buildings, structures or improvements existing on the Leased Property, including without limitation all fuel, septic or waste storage and disposal systems on the Leased Property.

(c) Nothing in this Agreement shall impose any obligation or duty upon Land Owner with respect to the maintenance, repair, or replacement of any building, structure or improvement on the Leased Property, on any other land comprising the Subdivision, or on any other land of Land Owner, and in no event whatsoever shall Land Owner be liable to the Tenant for the condition, cost or value of any of the foregoing regardless of the basis for any such claim.

6. Assignment/Sublease. This Agreement and the rights granted hereunder are personal to Tenant and may not be encumbered, assigned (including collateral assignment), subleased, bequeathed, ~~mortgaged or collaterally assigned~~ or otherwise transferred, including without limitation by operation of law, as security for obligations of Tenant, or otherwise without the prior consent of the Land Owner, which consent may be withheld or conditioned in the Land Owner's sole discretion. Any such assignment, subletting or other transfer, whether approved by Land Owner or not, shall not relieve Tenant of Tenant's obligations under this Agreement, including liability for all Annual Rent or obligations with respect to compliance with the terms and conditions of the Declaration including without limitation timely payment of any assessment of Common Expenses (as defined therein), whether by regular or special assessment. Any written consent, which may be given by Land Owner in a specific instance shall not imply or be deemed to be consent in any other instance and Land Owner reserves the right to charge a Processing Fee in connection with approval of any assignment, sublease or transfer.

7. Access to Leased Property.

(a) Tenant shall have non-exclusive access to the Leased Property, in common with Land Owner and others, over such roads and other means as set forth in the Declaration. Except as set forth in the Declaration, Land Owner has no further obligation to provide access, by roads or otherwise, to the Leased Property and nothing in this Agreement shall impose any obligation or duty upon Land Owner to construct, maintain or repair any roads or trails to the Leased Property. Tenant expressly acknowledges that access to the Leased Property may be over private roads on other land of Land Owner, is at Tenant's own risk and shall be non-exclusive and in common with Land Owner and other third parties, and their respective successors and assigns.

(b) Tenant acknowledges that many private roads in the vicinity of the Leased Property, including without limitation the roads over which Tenant shall be permitted to access the Leased Property pursuant to the Declaration, are utilized for industrial timberland activities which take place daily and continuously, and as a result, large forestry equipment and motor vehicles, including very large off-road trucks, will utilize such roads. Additionally, access over any such private roads, whether on land of Land Owner or on land of a third party landowner, shall be subject at all times to the land management practices of Land Owner or such other third party landowners, which practices may include, without limitation, termination, temporary or permanent closure, assessment of entry and use fees, regulation of use and access, and any other lawful action of, or restriction imposed by Land Owner or such third parties. Tenant agrees to abide by, and shall cause its Representatives to abide by, all posted signs on such private roads. Without creating or implying any duty on the part of Land Owner to provide or ensure access to the Leased Property other than as specified in the Declaration, Land Owner reserves the right to designate or relocate exclusive routes of access or to close, lock or otherwise restrict access along or through roads, paths, trails, gates or rights of way under its control at any time it appears reasonably necessary in Land Owner's sole discretion to protect the safety of persons or property, including without limitation, during spring mud season, periods of high fire danger, the conduct of harvesting or silvicultural operations and periods when logging equipment or camps are unattended.

(c) Tenant agrees to release and indemnify Land Owner from and against any and all suits or claims arising out of use of private roads situated on Land Owner's property (including without limitation the roads over which Tenant is expressly permitted to access the Leased Property pursuant to the Declaration), or on the property of a third party ~~landowners~~landowner, by Tenant, or by Tenant's guests and invitees, and will defend all such actions at Tenant's cost, and will satisfy any judgment rendered against Land Owner in any such action.

(d) If the Tenant or its Representatives cause damage to any roads on property of Land Owner ~~{beyond reasonable and typical wear and tear associated with residential access??}~~, Tenant will promptly inform the Land Owner of such damage. The Land Owner reserves the right to undertake the required repair work at the Tenants sole cost and expense (including a reasonable overhead charge). In the event the Land Owner waives its rights to perform the repair work, the Tenant 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 Tenant's sole cost and expense; provided, however, the Tenant will obtain the approval of the Land Owner prior to commencing such repairs. All repair work performed must be pursued with commercially reasonable diligence.

8. Land Owner Rights.

(a) Tenant acknowledges that Land Owner and certain of its affiliates (in existence now or subsequent to the date hereof) and their respective agents, servants, employees, patrons, customers, contractors, sub-contractors, invitees, tenants, departments and concessionaires (each, an “**Owner Representative**”) conduct forest management and other operations (“**Owner Operations**”) on adjacent land to the Leased Property which may include, but is not limited to; harvesting trees, trucking, road construction and maintenance, tree planting, tending crop trees through thinning and pesticide application, wind energy operations, etc.; all in accordance with local, state and/or federal laws and regulations. Land Owner reserves the right for itself and all Owner Representatives to pass over, under and across the Leased Property with such men, machinery, and/or equipment as may be necessary or appropriate for such Owner Operations, all without any liability to Tenant.

(b) Land Owner reserves to itself and to all Owner Representatives, the right to conduct the Owner Operations in accordance with such laws and regulations without interference by Tenant or its Representatives. The Tenant acknowledges that all activity of the Land Owner and any Owner Representative, will take priority over the activities of the Tenant and its Representatives should there be any conflict. Neither the Land Owner nor any Owner Representative will be under any obligation to the Tenant to restrict the Owner Operations for the benefit of the Tenant.

(c) In the event that Owner Operations now or in the future have a wind energy operation on adjoining lands or lands near the Leased Property (the “**Wind Farm**”), the Tenant agrees that the Wind Farm has a non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise, shadow and any other effects attributable to a wind farm, including (i) the right to have sound generated from the Wind Farm impact the Tenant and exceed otherwise applicable federal, state or local maximum sound level limits applicable to locations on the Leased Property; and (ii) the right to cast shadow flicker from the Wind Farm onto the Leased Property.

9. **Insurance.** The Tenant will obtain and maintain during the term of this Agreement, at Tenant’s sole cost and expense, liability insurance with a minimum limit of \$500,000.00 per occurrence for bodily injury or death of a person, and property damage. The Tenant will also insure any personal property or improvements on the Leased Property for such amount as it determines to fully reimburse it for any loss. [The Tenant will also obtain, at Tenant’s sole cost and expense, All Risk builder’s risk insurance for property under construction in an amount equivalent to the full replacement value of the property.](#) These required coverages may be provided by an extension to a homeowner policy (if the Tenant is an individual), or by a separate policy, and will include the Land Owner and its directors, officers, employees, and agents as additional insureds, ~~as applicable~~, and provide that insurers will endeavor to notify the Land Owner in writing at least 30 days prior to policy cancellation or non-renewal. Upon request and immediately following policy renewal, the Tenant 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 Tenant under this Agreement.

10. Liability.

(a) The Land Owner shall not be liable to the Tenant, or to any one claiming under Tenant, and Tenant 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, damage, or loss, including bodily injury resulting in death, or loss or damage to property, suffered or sustained by the Tenant or by any third party who is an invitee of the Tenant which is based upon, arises out of or is connected with this Agreement and the Tenant hereby waives as against the Releasees all such claims or demands. The Tenant will release, indemnify and hold 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 Leased Property by the Tenant or its Representatives.

(b) Tenant will also release, indemnify and hold 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~~[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 Leased Property or any other lands owned by the Land Owner in violation of applicable environmental laws that have been generated, caused or introduced by the Tenant or other parties claiming or acting under the Tenant, 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 Tenant, or its Representatives of the Leased Property, any other lands owned by the Land Owner or third parties landowners, including use of private roads.

(c) The above release and indemnity provisions 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.

(d) The Tenant 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 rights under this Agreement. This section will survive the termination of this Agreement for any reason.

(e) Notwithstanding anything to the contrary contained in this Agreement, any liability incurred by Land Owner to Tenant shall not be of a personal nature and Tenant's sole means of recovery shall be against Land Owner's interest in the Leased Property. If Land Owner, or any successor owner of the Leased Property sells the Leased Property, Land Owner's liability for the performance of its agreements in this Agreement will end on the date of such sale, and Tenant will look only to the purchaser for the performance of the Agreement.

11. Taxes. The Land Owner will pay, when due, all real property taxes and assessments levied against the land comprising the Leased Property. The Tenant shall be responsible for and will pay, when due, all real property taxes and assessments levied against Tenant's buildings, structures, improvements and personal property situated on the Leased Property ("**Tenant's Property**"), and if Tenant's Property is not separately assessed from the underlying assessment of land, Tenant shall promptly make arrangements for separate assessment by the taxing authority in Tenant's name. Notwithstanding the foregoing, if at any time Tenant's Property is not separately assessed from the underlying land, Tenant agrees to promptly reimburse the Land Owner for the Tenant'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 Tenant setting forth the Tenant's proportionate share thereof. The Tenant'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 Tenant 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 Tenant fails to make its payment as required under this paragraph and such failure by the Tenant 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 Tenant will be responsible for the payment of such interest or penalty.

12. Default. In the event Tenant fails to satisfy any of the terms, covenants or conditions of this Agreement on its part to be performed, including without limitation payment of Annual Rent or compliance with the terms and conditions of the Declaration including without limitation timely payment of any assessment of Common Expenses (as defined therein), whether by regular or special assessment, and such failure continues for ten (10) days after the delivery by the Land Owner of notice of such failure to the Tenant, then Land Owner shall have the right to terminate this Lease by written notice to Tenant, whereupon Tenant must immediately vacate the Leased Property, but shall remain liable to Land Owner for any unpaid Annual Rent and other charges. If Tenant does not vacate the Leased Property following notice of termination, then Land Owner shall have the right to commence eviction proceedings without further notice to Tenant. Tenant hereby expressly waives any provision of law now in force, or which may thereafter be enacted, giving the Tenant any rights other than those expressed herein. Land Owner's right to terminate the Lease for Tenant's default is in addition to all other rights and remedies available to Land Owner under this Lease and under applicable law.

13. Surrender and Removal. Upon expiration of the Term, or in the event that this Agreement is terminated, Tenant shall peaceably leave the Leased Property and deliver possession of the Leased Property to Land Owner, except that Tenant shall have the right to enter the Leased Property at any and all times within a ninety (90) day period (the "Removal Period") following the date of expiration or termination, with workers, equipment, and materials, for the sole purpose of removing Tenant's buildings or ~~other~~other improvements from the Leased Property. Any such entry and removal shall be done in compliance with all applicable laws and regulations, shall be at Tenant's sole risk, and Land Owner shall have no obligation to secure the Tenant's property from theft or damage. Any buildings, improvements and personal property not removed from the Leased Property by the expiration of the Removal Period shall become the property of Land Owner without further notice, documentation, or action, and Tenant shall not be entitled to any

~~compensation~~compensation for the same, and Land Owner, at its option, may elect to make any use of the buildings, structures and improvements hereby transferred, including (i) demolition and removal, (ii) re-letting, or (iii) sale to a third party free of all claims of

Tenant. If Land Owner arranges to complete the removal of such buildings, structures, improvements, and personal property, Land Owner is hereby entitled to full compensation from the Tenant for all costs and expenses incurred in undertaking such activities and the Tenant 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.

14. Holding Over. If Tenant shall continue its occupancy of the Leased Property after any expiration or termination of this Agreement, the occupancy shall not be deemed to extend or renew the term of this Agreement and the tenancy shall constitute a tenancy from month to month on all of the terms of this Agreement in effect as of the last day of the Term, except that Rent shall be Two Hundred Percent (200%) of the rental in effect prior to such termination. Such rent shall be payable monthly in advance without demand or notice from Land Owner.

15. Right of First Refusal.

(a) To the extent lawfully required by 14 M.R.S. §6050, as now in effect (the “**6050 Law**”), if, during the Term of this Agreement Land Owner intends to sell or to offer for sale as a separate parcel the Leased Property and if at that time a structure owned by the Tenant then exists on the Leased Property, Tenant shall have the right to purchase the lot for its “fair market value”. If Land Owner receives a bona fide purchase offer from a third party that Land Owner is willing to accept, the purchase price specified in such offer shall be deemed to be the “fair market value”. If there ~~is~~^{is} no bona fide third party offer, the fair market value for purposes of this Section shall first be determined by Land Owner, and if Tenant does not agree with Land Owner’s determination, then the fair market value shall be determined by an appraisal conducted by a real estate professional selected by Land Owner with a minimum of five (5) years’ experience in appraising comparable properties, with the cost of such appraisal to be borne by Tenant. If Land Owner intends to sell or to offer for sale as a separate parcel the Leased Property, it shall give written notice of such intent to Tenant setting forth terms for such sale, or a copy of any proposed contract for the same omitting the name of the purchaser (the “**Offer Notice**”). Tenant shall have ninety (90) days from receipt of the Offer Notice to accept the offer to purchase the Leased Property. If Tenant does not accept this offer by written notice delivered to Land Owner before the expiration of such 90-day period, Tenant’s first refusal right shall terminate and Land Owner may sell the Leased Property to other parties.

(b) This first refusal right applies only in the case of an offer or sale of the Leased Property as a separate parcel in accordance with the 6050 Law, and does not apply to, among other transactions, (a) any transfer or sale of the Leased Property, subject to this Agreement and the rights of Tenant hereunder, as part of the exchanging, dividing, selling, or other transferring of Land Owner’s ownership in the township or any tract that includes the Leased Property together with any additional land, (b) any transfer of the Leased Property, subject to this Lease and the rights of Tenant hereunder, to an entity owned or controlled by or under common control with Land Owner, or pursuant to a merger or consolidation involving Land Owner, or (c) the mortgage or lease of Land Owner’s fee interest in the Leased Property.

(c) If Tenant does not elect to purchase and the Leased Property is sold by Land Owner to a third party, Tenant will furnish, at Land Owner’s request, an estoppel certificate for the benefit of the purchaser confirming the existence and status of this Agreement, including Land Owner’s compliance with the right of first refusal, in such form as Land Owner may reasonably request. The sale to any such third party shall be subject to Tenant’s rights under this Agreement. The third party purchaser shall have all rights and remedies of Land Owner under this Lease.

16. Notices. All notices, consents and communications hereunder will be addressed to Tenant at the address set out below or such other place as may be designated by written notice to the Land Owner from time to time. 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 Tenant from time to time.

Land Owner:

Allagash Timberlands L.P
P.O. Box 5777
300 Union St.
Saint John, N.B. E2L 4M3
Attention: Co-Chief Executive Officer

With a copy to:
P.O. Box 5888
300 Union St.
Saint John, N.B. E2L 4L4
Attention: Secretary

Tenant:



All notices, consents and communications hereunder shall be sufficiently given or delivered if in writing and mailed to the addresses as specified above by either regular mail or certified/registered mail, and will be deemed to be delivered/received on the third (3rd) business day following the date of posting of certified/registered mail and the fifth (5th) business day following the date of posting of regular mail.

17. Prohibition on Transfer of Title to Buildings. Tenant covenants with Land Owner that Tenant (a) has, or if the Leased Property has not yet been constructed upon at the time of this Agreement, will have title to the buildings and other improvements on the Leased Property, free of all other title claims, ~~and that Tenant~~ (b) has good right to enter into this Agreement and incur Tenant's obligations under this Agreement, and (c) that Tenant has, or if the Leased Property has not yet been constructed upon at the time of this Agreement, will have, subject to Tenant's rights of removal set forth herein, the right to transfer title to the buildings to Land Owner following termination or expiration of the Agreement. Tenant shall not, without Land Owner's prior written consent, convey, mortgage, lease, or in any way transfer Tenant's interest in the buildings and ~~improvements~~ improvements on the Leased Property.

18. Subordination of Lease. There may, now or in the future, be mortgages, security, charges, interests and encumbrances (together with all renewals, replacement and modifications of the same, the "Liens") granted by the Land Owner over the Leased Property This Agreement is subject to all such Liens now or hereafter granted or made by the Land Owner. If such Liens exist, the Tenant, upon request, will acknowledge the priority of such Liens and the Tenant will attorn to the same, and if Tenant fails to do so, Tenant does hereby irrevocably appoint Land Owner as Tenant's attorney-in-fact to do so in Tenant's name.

19. Miscellaneous:

(a) The Tenant and its Representatives will take all reasonable care and take all reasonable steps to ~~pre~~ vent ~~prevent~~ damage by fire to the Leased Property. The Tenant and its Representatives will strictly obey all fire regulations of the Land Owner as well as those under applicable law. The Tenant will indemnify and save harmless the Land Owner from all claims and damages whatsoever related to fires arising from the actions of the Tenant or its Representatives. In the event the Tenant encounters or observes any open fires on or around the Leased Property the Tenant 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 (INCLUDING FIREWORKS) IS STRICTLY PROHIBITED.**

(b) The Land Owner reserves the right, and the Tenant hereby grants to the Land Owner, permission, to inspect the Leased Property and all buildings, structures and improvements thereon at any time and from time to time. Neither the Tenant nor its Representatives will cause any nuisance or damage to the Leased Property or leave any waste or debris on the Leased Property or any lands adjacent to the Leased Property.

(c) Neither this Agreement nor notice or memorandum of the same will be recorded in any registry of deeds or similar system.

(d) 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~~ both written and oral, among the parties hereto with respect thereto.

(e) This Agreement is governed by and will be interpreted in accordance with the laws of the State of Maine. If any term or provisions of this Lease or portion thereof is determined to be invalid or unenforceable under any applicable law such determination shall not affect the validity or enforceability of the remaining terms and provisions.

(f) 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.

(g) Any waiver, extension, forbearance, or failure of the Land Owner at any time to exercise any right or remedy shall not be deemed to operate as a waiver of Land Owner's right to exercise such right or remedy at any other future time. The receipt by Land Owner of Rent with knowledge if the breach of any covenant of this Lease shall not be a waiver of such breach.

[Signature Page Follows]

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

<p>Land Owner</p> <p>ALLAGASH TIMBERLANDS LP, a Maine limited partnership</p> <p>By: Eagle Lake Timberlands, Inc., a New Brunswick Corporation, its General Partner</p> <p>By: _____</p> <p>By: _____ -Name: Jason Limongelli Title: Vice President - Woodlands</p> <p>By: _____</p> <p>By: _____ -Name: Anthony Hourihan Title: Director – Land Development</p>	<p>Tenant:</p> <p>_____</p> <p>Name:</p> <p>_____</p> <p>Name:</p> <p>_____</p> <p>Name:</p> <p>_____</p> <p>Address of Tenant:</p>
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PLEASE MAKE ANY CHANGES/ADDITIONS HERE:

ADDRESS:

EMAIL:

PHONE:

(Please advise if this is home/work/cell and provide any additional phone numbers)

EXHIBIT A
(Subdivision Plan)

[Link-to-previous setting changed from on in original to off in modified.]

[Revised 7/17/24](#)

EXHIBIT B

(Declaration of ~~the West Cross Lake [A] Subdivision~~ [Burnt Landing Camp Lots](#))

[Link-to-previous setting changed from on in original to off in modified.]

[Residential Camp Lease \(Maine\) 2020v1](#)
~~#16922862v4~~ [#16922862v4](#)

Summary report: Litera Compare for Word 11.5.0.74 Document comparison done on 8/5/2024 11:38:53 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://imandms01.pierceatwood.com/IMANAGE/17322557/1	
Modified DMS: iw://imandms01.pierceatwood.com/IMANAGE/16922862/4	
Changes:	
Add	69
Delete	55
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	124