

LICENSE OF OCCUPATION AGREEMENT

THIS AGREEMENT is made as of the 17th day of JANUARY, 2024

BETWEEN

CANADIAN NATIONAL RAILWAY COMPANY,
a corporation having its head office at 935 de La Gauchetière Street West,
Montréal, Québec, H3B 2M9 (Grantor)

And

DISTRICT OF MACKENZIE
P.O. BAG, 1 MACKENZIE BLVD #340,
MACKENZIE, BC V0J 2C0

Grantor hereby grants and sets forth certain provisions and conditions to Grantee which hereby agrees to comply with in relation to its use of a portion of the Grantor's lands located between mile 24.83 to 25.27 Mackenzie Subdivision in the Province of British Columbia, as described in Schedule "A" attached hereto.

1. USE

The use of the CN Lands is solely for a pedestrian and/or cycling trail system to positively impact the community. No motorized vehicles.

All goods, materials and things upon the CN Lands shall not under any circumstance, be piled or placed within ten feet (10') of the nearest rail of any railway track. If in the opinion of the Grantor's representative, greater clearances are necessary, then all materials shall be piled or placed in exact accordance with instructions given by the Grantor's representative.

The Grantee shall not bring upon the CN Lands, without the written consent of the Grantor, any goods of an explosive, dangerous, toxic or inflammable nature or character, or goods which may by the Grantor for any reason be deemed objectionable, nor shall the CN Lands be used in any way which the Grantor considers objectionable. No excavation or fill within the CN Lands is permitted without prior approval of the Grantor.

Grantee shall abide by and comply with all applicable federal, provincial and municipal statutes, regulations, orders or by-laws.

The Grantee has inspected the CN Lands and acknowledges they are being taken "as is". The Grantee has not relied on any representations by the Grantor concerning any condition of the leased premises, environmental or otherwise.

2. INDEMNITY

Grantee shall access and use the CN Lands entirely at its own risk and agrees that Grantor and its directors, officers, employees, contractors and agents shall not be liable for any loss, cost, expense, damage or injury whatsoever suffered by Grantee or its members, associates, contractors or employees or for any loss, cost, expense, damage or injury suffered by any third party whatsoever unless caused by the willful misconduct or negligence of the Grantor. Further, Grantee agrees to indemnify and save harmless Grantor and its directors, officers, employees and agents from any loss expense or injury suffered by Grantor or any third party however caused unless caused by the willful misconduct or negligence of the Grantor, resulting from the access and/or use of the CN Lands by Grantee or its members, associates, contractors or employees. This indemnity shall specifically cover all expenses (including solicitor-client costs) incurred in defending/negotiating an action brought as a result of access to and use of the CN Lands by Grantee. This indemnity shall survive the termination of this Agreement.

3. TERM

This Agreement shall be effective from FEBRUARY 1st, 2024 and shall end on JANUARY 31ST, 2034, unless otherwise directed by Grantor. Notwithstanding anything else in this Agreement, Grantor shall have the right to immediately terminate this Agreement in the event that ground conditions are not supportive to Grantee's access and use of the CN Lands or in the event that the operations of Grantee interfere or obstruct in any manner whatsoever the operations, maintenance or construction of Grantor related facilities. Upon termination of this Agreement, Grantee agrees to immediately cease use of the CN Lands.

4. ASSIGNMENT

Grantee shall not assign or transfer its interest granted herein without the prior written consent of Grantor.

5. Renewal

If Grantee has paid to Grantor the rents hereinbefore provided to be paid and has obtained, performed and carried out all the other covenants and provisions hereof, Grantor, upon giving to Grantee ninety (90) days' written notice prior to the expiration of the term hereby granted, shall be entitled to a renewal of this Lease for ONE (1) further term of TEN (10) years each upon the same terms and conditions as herein provided, except rental and except the right to renew. IT IS AGREED that the rental to be paid by Grantee to Grantor during any renewal term shall be determined by Grantor prior to the commencement of any renewal term, but

6. DAMAGES

Any damage to the CN Lands, surrounding area or any of Grantor's facilities resulting from the access and/or use of the CN Lands by Grantee shall be Grantee's sole responsibility and Grantee shall promptly repair such damage at its sole cost and expense to the satisfaction of Grantor acting reasonably. If Grantee fails to repair any such damage promptly and with dispatch, Grantor may make or cause to be made the necessary repairs and the entire costs thereof shall be charged to and paid by Grantee.

7. CONSIDERATION

Grantee shall pay to Grantor, without any deduction, set off, or abatement whatsoever, the annual rent of \$250.00, plus GST and applicable taxes, payable annually on the 1 day of FEBRUARY and the first of such payments is due and payable on FEBRUARY 1ST, 2024.

8. NOTICE

Upon completion of use of the CN Lands, Grantee shall notify Grantor immediately in writing that the access is no longer required by Grantee.

9. ENVIRONMENTAL

The Grantee shall immediately carry out all measures, which the Grantor in its sole discretion considers necessary to keep the CN Lands free and clear of all pollution or residue resulting from the Grantee's occupation or use of the CN Lands. The Grantee shall be solely responsible for the cost of all work carried out to correct any pollution which occurs on the CN Lands, or which occurs on other lands as a result of the Grantee's occupation or use of the CN Lands.

Both parties shall comply with the provisions of all Federal, Provincial and Municipal laws applicable to the CN Lands with respect to maintaining a clean environment.

Upon termination of this Agreement, the Grantee shall leave the CN Lands in a clean and tidy condition, free of any environmental contamination resulting from or occurring during the Grantee's occupation or use of the CN Lands.

10. INSURANCE

Without in any way limiting the liability of Grantee under this Agreement, Grantee shall carry with an insurance company or companies at their own expense and cost, the following insurance with limits not less than shown on the respective items:

- (a) General Liability Insurance covering damages resulting from bodily injury (including death) or property damage (including loss of use or occupancy) arising out of or related to this Agreement in the sum of not less than ONE Million Dollars (\$1,000,000) for each accident or occurrence. This policy shall include coverage for, contractor's protective liability, employer's liability, cross liability or severability of interest clause, broad form property damage, sudden and accidental pollution coverage, products and completed operations liability (for a period of not less than 24 months from the date of contract completion)

This insurance will also provide that the insurer will pay all expenses including legal costs in connection with any claims which may be required to be contested by an insured, and that liability of any one insured to another insured will be covered as through separate policies were issued to each.

- (b) Worker's Compensation Insurance to the limit required by the laws of the province or territory in which the work is being done. Grantee shall include coverage for its personnel who are not Canadian Residents.
- (c) Other Insurance - Grantee are required to provide, at their own cost, any additional insurance, which is required by law or which it or they consider necessary.

Grantee shall forward evidence of insurance in the form of a Certificate of Insurance. The Certificate of Insurance shall be provided upon execution of this Agreement. Each such policy shall state that the policy cannot be cancelled, lapsed or materially altered without at least thirty (30) days prior written notice by the Grantee's insurer to Grantor. The approval of any policy by Grantor shall in no way relieve Grantee of its obligations to provide the insurance herein referred to.

THE ABOVE TERMS AND CONDITIONS are acknowledged and agreed to.

This agreement may be executed in one or more counterparts, by facsimile, PDF or otherwise, all of which taken together shall be deemed to constitute one and the same instrument.

CANADIAN NATIONAL RAILWAY COMPANY

DISTRICT OF MACKENZIE

QUENTIN MOORE
SR. REAL ESTATE MANAGER NETWORK

NAME & TITLE

SCHEDULE A / ANNEXE A



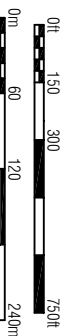
DESCRIPTION: PART OF 1000/BCPR/100673 (2.35 Ass ±)

District of Mackenzie
Province of British Columbia
Canada

THIS IS NOT A PLAN OF SURVEY / CECI N'EST PAS UN PLAN D'ARRENTAGE

LEASE SKETCH PARCELLEAIRE DE BAIL

 Subject Lands/Terrain Sujet



SUBDIVISION: Mackenzie (667)

SPUR / ANTENNE: N/A

MILEAGE / MILLIAIRE: 24.83 - 25.27

DATE: September 20, 2023

SCALE / ÉCHELLE: 1:6000

