

## **INDEMNITY AGREEMENT (the "Agreement")**

**WHEREAS** the TOWN OF FORT FRANCES (the "**User**") wishes to use the Sorting Gap Woodyard owned by RESOLUTE FP CANADA INC. ("**Resolute**"), in Fort Frances (the "**Property**") for the purposes of having overflow parking for the User's vehicles and boat trailers.

**WHEREAS** Resolute does not object to granting permission to the User and its employees, members, volunteers, guests, agents, representatives and subcontractors (the "**Representatives**") to have access to the Property provided that security measures and an appropriate indemnity is agreed upon with regard to the User's and its Representatives' activities on the Property;

### **CONSIDERING THE AFOREMENTIONED, THE USER AGREES TO THE FOLLOWING:**

1. The term of this Agreement shall commence on the date of its execution and terminate on October 1, 2018.
2. The User shall access the Property only for the purposes mentioned herein and as directed by Resolute's Representatives. The User's Representatives having access to the Property shall comply with Resolute's safety procedures and guidelines.
3. The User shall respect applicable laws and regulations and shall obtain, if applicable, permits, licenses or other authorizations required in connection with the activities mentioned herein.
4. The User further acknowledges that Resolute makes no representations as to the fitness of the Property for the purposes of the activities mentioned herein and agrees that it shall not move or otherwise interfere with the equipment located in or on the Property.
5. Upon the expiry of this Agreement, the User shall return the Property in a clean, neat and environmentally sound condition, as received.
6. The User undertakes to pay for any environmental site assessments or environmental remediation work that may be requested by Resolute, or required pursuant to applicable law, further to any discharge, leakage, spillage, emission of pollution or contaminants of any type resulting from its activities on the Property.
7. The User shall maintain in full force and effect, at its expense, sufficient insurance coverage to carry on the activities contemplated herein on the Property. Said insurance coverage will include, without limitation, commercial general liability insurance against claims for damages resulting from, but not limited to, bodily injury, personal injury or material damages to third parties, with a minimum limit of \$2,000,000 per occurrence, naming Resolute as additional insured; such insurance must be primary coverage.
8. The User shall provide Resolute with certificates of insurance evidencing the required coverage before the commencement of this Agreement and immediately upon renewal of any required policies under this Agreement. Each certificate of insurance shall contain a provision to the effect that the insurance policies cannot be cancelled or coverage materially changed without at least thirty (30) days prior notice by registered mail to Resolute at the following address: Resolute Forest Products, 111 Robert-Bourassa Blvd., Suite 5000, Montreal, Quebec H3C 2M1 Canada, Attention: Analyst, Risk Management.
9. The User waives and shall cause its insurers to waive its rights of subrogation against Resolute.
10. The User will be responsible for all damages that it causes, as well as for all damages caused by its Representatives or any other person that may use the Property in the course of or in the exercise

of the User's rights granted by the present Agreement, including damages resulting from a failure to comply with a covenant contained in the present Agreement.

11. The User agrees to indemnify, protect and hold Resolute harmless against all actions, claims, demands, lawsuits and any other proceedings instituted by any persons as a result of damages caused in connection with the User's activities on the Property.
12. The User understands and agrees that Resolute maintains certain industrial operations on the Property. Therefore, the User will use its best efforts to prevent its Representatives or any other person that may use the Property in the pursuit of the User's activities, from trespassing into Resolute's Fort Frances mill site located on the Property.
13. Resolute reserves the right to revoke the User's permission herein granted to access the Property should the User be in breach of this Agreement or should the Property be required by Resolute in the context of its operations. No compensation will be paid to the User upon revocation of access to the Property.
14. Resolute will not be held responsible for any loss of enjoyment of the Property by the User as a result of certain odours, noises or dust that may emanate from the Fort Frances mill.
15. The permission herein granted by Resolute does not confer to the User any permanent right of passage or easement on the land, nor does it confer any other permanent right in the land whatsoever.
16. This Agreement will be governed by and construed in accordance with the laws in effect in the Province of Ontario, without giving effect in any case to the conflict of laws rules of the applicable jurisdiction.

***(Signature page follows)***

**IN CONSIDERATION OF THE FOREGOING**, the TOWN OF FORT FRANCES signed this indemnity in Fort Frances on the \_\_\_\_ day of \_\_\_\_, 2018.

**TOWN OF FORT FRANCES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/WE HAVE THE AUTHORITY TO BIND THE  
CORPORATION