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ROAD USE AND ACCESS LICENCE AGREEMENT

THIS AGREEMENT (the "**Licence**") made this [●] day of [●], 2018.

BETWEEN:

DISTRICT OF KITIMAT

a district municipality with its principal office at 270 City Centre, Kitimat,
BC V8C 2H7 (the "**District**")

-- and --

LNG CANADA DEVELOPMENT INC.

a company with its principal office at 400 Fourth Avenue SW, Calgary,
AB T2P 2H5, on its own behalf and as agent for and on behalf of the
Participants (as defined below) (the "**Licensee**" or "**LNG Canada**")

WHEREAS:

- A. The District, or its affiliates, own or operate a portion of the permanent road shown in solid green on the sketch in Schedule "A-1" (the "**Entire Road**") The portion of the Entire Road which is located within the Lands (as defined herein) shall hereinafter be referred to as the "**DOK Section**".
- B. The Licensee wishes to build a liquefied natural gas facility and all ancillary appurtenances in or near Kitimat, British Columbia, and in so doing is required to undertake habitat restoration works including subsequent monitoring of the habitat offset works (the "**Project**"). In connection with the Project, the Licensee will require use of the DOK Section and will need to construct a road on the Lands (the "**New Access Road**") which has been secured by way of Lease with the District; this Licencen relates solely to the subsequent monitoring of the habitat offset works. .
- C. District Lot 471 is subject to a right on reentry in favor of Rio Tinto Alcan Inc. ("**RTA**") as described in CA4467130 (the "**Right of Reentry**") and the parties agree that this Licence does not trigger such right of reentry and that this Licence will be subject to all existing encumbrances registered against titles
- D. The Licensee has committed to and will construct approximately 90,000 square meters of salt marsh habitat enclosed by a rock barrier (for tidal protection) in the southwest of Minette Bay near DL 471. The use of DL 471 is consistent with the restrictions and requirements outlined in the Right of Reentry.
- E. On December 7, 2015, the Licensee's Project Director delivered a letter to the District's Director of Planning (attached hereto at Schedule "D") stating that the Licensee will make a financial contribution to the District to increase community water access, pending a positive final investment decision regarding the Project. Further, the Licensee has covenanted, as described in CA5864099, to use its best efforts, acting reasonably, to ensure water access is obtained for the District. The Licensee recognizes the District's Kitimat Minette Bay West Park concept as an opportunity to make such financial contribution and grant such water access.
- F. The parties acknowledge and agree that this Agreement is subject to and entered into in compliance with the District's statutory obligations, including under the *Community Charter*, *Local Government Act* and *Kitimat Municipal Code*.
- G. The Licensee is entering into this Licence on its own behalf and as agent for and on behalf of the persons that have a participating interest in the Project from time to time, and which as of the date of this Licence are Shell Canada Energy, North Montney LNG Limited Partnership, PetroChina Kitimat LNG Partnership, Diamond LNG Canada Ltd., and KOGAS Canada LNG Ltd.,

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with participating interests in the Project of 40%, 25%, 15%, 15%, and 5% respectively (the "**Participants**").

- H. On October 1, 2018, the Participants announced the election of a positive investment decision regarding the Project. .
- I. The District wishes to grant permission to the Licensee for the use of the Lands to monitor the Project, in accordance with the terms and conditions set out in this Licence.
- J. The Licensee intends to enter into similar agreements with landowners over whose land the remaining sections of the Entire Road is located.

In consideration of the mutual covenants and conditions contained in this Licence, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Licence, unless otherwise defined in this Licence, the following words and phrases have the meanings ascribed to them as follows:

- (A) "**Authorized Third Parties**" means the parties listed in Schedule "B" to whom the District has granted access rights to the Lands during the Term and such other parties that the Licensee may consent to in accordance with Section 2.4.
- (B) "**DL471 Road**" means the New Access Road and the DOK Section.
- (C) "**Habitat Offsets**" means those fish habitat offsets which approximate location is shown in orange in Schedule "A-1".
- (D) "**Lease**" means the Road Use and Access Lease Agreement attached hereto at Schedule "C".
- (E) "**Lands**" means those lands owned by the District as indicated on the map attached as Schedule "A-1" and legally described as follows:

Description of the Lands	
PID Number	Legal Description
011-683-881	District Lot 471 Range 5 Coast District
014-957-949	District Lot 95 Range 5 Coast District (" DL 95 ")

- (F) "**Term**" has the meaning ascribed in Section 3.1.

1.2 The following are the Schedules to this Licence, each of which is an integral part hereof:

Schedule "A-1" – Plan of DOK Section

Schedule "B" – Authorized Third Parties

Schedule "C" – Road Access and Use Lease Agreement

Schedule "D" – Letter re: Community Water Access

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- 1.3 In this Licence:
- (A) The terms "including" and "includes" means "including without limitation" and "includes without limitation".
 - (B) Use of the verb "will" creates a present and ongoing obligation, unless the context otherwise requires.
 - (C) Whenever the singular or masculine or neuter is used in this Licence it will be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires.
 - (D) Where a term is defined herein, a derivative of such term will have a corresponding meaning unless the context otherwise requires.
 - (E) Headings will not be used to interpret this Licence.
 - (F) All references to currency herein are to lawful money of Canada.
- 1.4 In this Licence, all references to obligations to be performed by, and all items to be provided by, the Licensee shall be deemed to include the phrases "or cause to be performed" or "or cause to be provided", as the context requires, it being acknowledged and agreed that the Licensee may subcontract its obligations under this Licence.

2. LICENCE

- 2.1 The District hereby grants to the Licensee, its employees, agents, servants, contractors and subcontractors the permission, by way of licence revocable at will by the District to have non-exclusive access to, and use of, the Lands during the Term in order to access and monitor the Habitat Offsets; provided, however, that access to and use of DL 95 shall only be done by pedestrians or by watercraft and no vehicles or equipment shall be allowed to access or use DL 95.
- 2.2 The Licensee will obtain any approvals, permits and licences from any government authorities necessary or advisable to undertake the Project.
- 2.3 The District and Authorized Third Parties are not restricted from entering upon and using the Lands at any time but shall take reasonable efforts to not unreasonably interfere with the Licensee's rights under this Licence (except in the case of emergencies where interference is permitted).
- 2.4 The District may permit third parties invitees that are not Authorized Third Parties to enter upon and use the Lands during the Term for any purpose and may grant easements, licences, statutory rights of way and similar rights, charges or entitlements to such third parties including utilities or government authorities in respect of the Lands, provided that such third parties and other users are advised of this Licence and are advised to take reasonable efforts to not unreasonably interfere with the exercise of the rights of the Licensee under this Licence (except in the case of emergencies where interference is permitted).

3. TERM

- 3.1 The "**Term**" of this Licence shall:

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- (A) start upon the expiry of the Lease (the "**Term Commencement Date**"),
- (B) continue until the 10th anniversary of the Term Commencement Date, and
- (C) shall be renewed for successive one year periods (each, a "**Renewal Term**") for so long as the Licensee still requires access to and use of the Lands to monitor the Habitat Offsets, to a maximum of **10** Renewal Terms,

unless notice to terminate the Licence after the initial term is delivered by the Licensee to the District at least 30 days prior to the expiry of the Initial Term or any applicable Renewal Term, or the District revokes the Licence.

4. ENTIRE ROAD OBLIGATIONS

- 4.1 The District agrees that if the Licensee enters into agreements with other landowners in respect of other portions of the Entire Road and to the extent the Licensee imposes any road restrictions on such other portions of the Entire Road, the District will make reasonable efforts to not object to and to comply with such road restrictions insofar such road restrictions are reasonably required for the purposes of this Licence
- 4.2 The Licensee shall have the right to post any signage required to inform users of the road of any road restrictions.

5. OTHER ACKNOWLEDGEMENTS AND OBLIGATIONS

- 5.1 This Licence shall be immediately considered null and void, with no compensation payable to Licensee, if RTA provides notice pursuant to the Right of Reentry. The parties agree to work cooperatively to secure the consent of RTA to the granting of this Licence.
- 5.2 This Licence is subject to all encumbrances registered on title.
- 5.3 The parties acknowledge that the District is a local government that holds the Lands for public and municipal purposes, including park, and that access to and use of roadways on the Lands may be reserved or dedicated for public use, and this Licence shall in no way prevent, restrict or impose requirements on such reservation or dedication or entitle the Licensee to compensation.
- 5.4 This Agreement does not limit the District's authority or actions with respect to the Entire Road or the owners of property in relation thereto; provided, however, that the District agrees to take reasonable efforts to minimize negative effects on the ability of the Licensee to access the New Access Road in a timely and cost effective manner.

6. LICENCE FEE

- 6.1 During the Term, in consideration for the rights granted herein, the Licensee agrees to pay the District a license fee equal to \$1000.00 per annum plus all applicable sales taxes (the "**Licence Fee**"). The Licence Fee shall be paid to the District in accordance with Article 7.
- 6.2 The parties agree that the licence fee for any Renewal Term shall be adjusted to reflect current fair market value, as agreed to by the parties, such value not to be less than the Licence Fee as of the date of this Agreement adjusted pursuant to the Consumer Price Index.

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7. BILLINGS

- 7.1 The District shall invoice the Licensee for the fees, costs and expenses owing under this Agreement as soon as reasonably practicable, with such invoiced amounts to be payable by the Licensee within thirty (30) days of the receipt of any such invoice. The invoice shall set out the net amount owing to the District, and shall separately detail any applicable taxes. The Licensee shall pay such amounts owing in lawful money of Canada by electronic funds transfer. The District will provide such information as the Licensee reasonably requires from time to time in order to complete the electronic funds transfers and the Licensee will execute and deliver to the District all pre-authorization documentation as may reasonably be required by the District or as may otherwise be necessary in order to enable the District to accept such transfers.
- 7.2 The District shall be entitled to charge interest on any amounts that remain outstanding after thirty (30) days from the Licensee's receipt of the invoice at the rate of two (2) percent per annum higher than the prime rate from the day that payment is due until the day it is paid, regardless of whether the District has notified the Licensee in advance of its intention to charge interest with respect to that unpaid amount. The "prime rate" shall mean the annual rate of interest announced from time to time by the Royal Bank of Canada as a reference rate then in effect.
- 7.3 In the event the District is required to collect any transaction taxes (including without limitation goods and services tax, provincial sales tax, harmonized sales tax and all similar taxes), assessments, fees or charges on behalf of any governmental authority, from the Licensee with respect to any transaction occurring as a result of this Agreement, then the Licensee shall pay the amount of such transaction taxes, assessments, fees or charges to the District, and the District shall remit those amounts to the relevant taxing authority as required by law.

8. REPORTING REQUIREMENTS

- 8.1 The Licensee shall maintain records of its use of and maintenance of the DL471 Road as it reasonably deems necessary and shall provide such reports to the District on request or as required under this Licence.
- 8.2 Upon becoming aware of:
- (A) the release of any pollutants or contaminants ("**Environmental Contamination**") by the Licensee and its respective affiliates, agents, employees, contractors, subcontractors and invitees onto the Lands which constitutes a breach of any applicable environmental laws or is reportable under any applicable environmental laws;
 - (B) any safety incident which is a direct result of the Licensee's or its respective affiliates, agents, employees, contractors, subcontractors and invitees use of the Lands and which constitutes a breach or is reportable under applicable safety laws; or
 - (C) any damage or destruction to the Lands as a result of Licensee's or its respective affiliates, agents, employees, contractors, subcontractors and invitees operations or use of the Lands,

the Licensee shall provide notice to the District within 24 hours of the Licensee becoming aware of such occurrence and,

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1. with respect to (A), to the extent required by the applicable environmental laws, will remove the Environmental Contamination and remediate the Lands, and to otherwise comply with requirements of the District under Article 13,
2. with respect to (B), to correct unsafe conditions otherwise comply with requirements of the District under Article 10 and 11, and
3. with respect to (C), to comply with the provisions of this Agreement, including Articles 11, 12 and 13.

9. ROAD RESTRICTIONS

- 9.1 Except as otherwise set out in this Licence, the parties agree that during the Term, the Licensee may use the Lands 7 days a week at any time between the hours of 6 a.m. and 10 p.m. unless otherwise agreed, in writing, by both parties.

10. MAINTENANCE

- 10.1 Notwithstanding anything herein contained the District does not make any representation or warranty as to the suitability or fitness of the Lands or DL471 Road for Licensee's intended use nor does the District give any undertaking to maintain the Lands or DL471 Road in useable condition.
- 10.2 During the Term, the Licensee (or one of its contractors) shall be responsible for, at no cost to District, clearing the travelled portion of the DL471 Road of snow whenever the Licensee determines snow clearing is necessary to allow the Licensee or its employees, agents, servants, contractors and subcontractors to safely use the DL471 Road.

11. DAMAGES

- 11.1 The Licensee agrees that if damage or destruction to the Lands, as determined by the District acting reasonably, results from the exercise by the Licensee and its respective affiliates, agents, employees, contractors, subcontractors and invitees of the rights herein granted, the Licensee shall, at the District's request and at the Licensee's sole cost, restore the Lands to a condition similar or better to its condition immediately prior to such damage or destruction.
- 11.2 If the Licensee fails to begin diligently restoring the Lands within 30 days of such request, the District may restore the Lands to its condition immediately prior to such damage or destruction at the expense of the Licensee. In such event, the District shall invoice the Licensee for and the Licensee will reimburse District for such costs within thirty (30) days of the receipt of such invoice.

12. LIABILITY AND INDEMNITY

- 12.1 The Licensee acknowledges that the land is being made available in an "as is, where is" condition. The Licensee shall use the Lands entirely at its own risk and shall be liable for any loss, damage or expense suffered by the District as a direct result of the use of the Lands and DL471 Road by the Licensee and its respective affiliates, agents, employees, contractors, subcontractors and invitees unless such loss, damage or expense is a result of the negligence or misconduct of the District, its employees, agents, servants, contractors or subcontractors.
- 12.2 The Licensee shall indemnify and save the District harmless against all actions, proceedings, claims, demands and costs suffered by the District directly resulting from the use of the Lands and DL471 Road by the Licensee and its respective affiliates,

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agents, employees, contractors, subcontractors and invitees, unless such action, proceeding, claim, demand or cost is a result of the negligence or misconduct of the District, its employees, agents, servants, contractors or subcontractors or invitees.

- 12.3 Notwithstanding Section 12.2, neither the District nor the Licensee shall have any liability to the other for any loss of profit or consequential, indirect or special damages suffered by the other.
- 12.4 The Licensee will indemnify the District from and against any liens for wages or materials, for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensee may make or cause to be made on, in or to the Road and Lands.
- 12.5 Without limiting the generality of the foregoing, the Licensee agrees to release, indemnify and save harmless the District from all injuries, including death, to any person including members of the general public sustained while present on the Lands during the Term of the License as a result of the activities of Licensee and its respective affiliates, agents, employees, contractors, subcontractors and invitees.

13. ENVIRONMENTAL

- 13.1 The Licensee shall comply with all lawful orders or reasonable requests from the District or any governmental authority relating to any environmental contamination that may have been caused by the Licensee, including, to the extent required by applicable environmental laws, the removal and remediation of any environmental contamination caused by the Licensee. The Licensee will not bring environmental contaminants on to the Lands or release environmental contaminants on Lands, except in compliance with the applicable laws relating to the environment. Nothing in this Section 13.1 authorizes the dumping, spilling or other discharge of environmental contaminants.
- 13.2 The Licensee shall not submit any permitting or other applications to any regulatory agencies (federal or provincial) in respect of the Lands without the prior written consent of the District, not to be unreasonably withheld or delayed.

14. INSURANCE [NTD: INSURANCE PROVISIONS TO BE CONFIRMED BY LNGC INSURANCE.]

- 14.1 It shall be the responsibility of the Licensee to maintain and keep in force during the term of this Licence, for the benefit of the Licensee, the following insurance:
 - (A) Automobile Liability Insurance covering bodily injury (including passenger hazard) and property damage arising from the operation of owned or non-owned vehicles used on the DL471 Road in the course of operations by the Licensee with inclusive limits of not less than \$4,000,000 (four million dollars) for any one accident or occurrence. Coverage for non-owned vehicles may be provided under the Commercial General Liability insurance.
 - (B) Commercial General Liability Insurance covering the liability of the Licensee for bodily injury and property damage arising from operations of the Licensee in connection with this Licence (other than the operation of vehicles). The limits of this insurance shall not be less than \$5,000,000 (five million dollars) for any one accident or occurrence.
 - (C) Upon demand by the District, the Licensee shall provide the District a Certificate of Insurance as evidence of the insurance required by this Section 14.1.

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Insurance policies referred to in Sections 14.1(A) and 14.1(B) shall include a waiver of subrogation in favour of the District and its agents and employees to the extent of Licensee's indemnity obligations under this Licence.

- (D) As an alternative to the insurance policies referred to in Sections 14.1(A) and 14.1(B), the Participants, on behalf of the Licensee, may self-insure against the risks normally covered by such policies.
- (E) The Licensee shall use commercially reasonable efforts to ensure that to the extent any of its contractors and agents using the Lands for the performance of the Project are not covered by the insurance policies set forth in Sections 14.1(A) and 14.1(B), such contractors and agents shall maintain insurance in accordance with the provisions of Sections 14.1(A) and 14.1(B) during such contractors' use of the Lands for the performance of the Project.
- (F) The insurance policies shall be endorsed to provide that in the event of any change that could affect the interests of the District, or in the event of their cancellation, the Licensee shall notify the District thirty (30) days prior to the effective date of such change or cancellation.
- (G) The Licensee hereby waives any right of recourse it may have or obtain against the District, its employees or agents, with regard to loss or damage to its property except where such loss or damage is caused by the negligence of the District.
- (H) The Licensee acknowledges that any requirement by the District as to the amount of coverage under any policy of insurance will not constitute a representation by the District that the amount required is adequate and the Licensee Licensee acknowledges that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.
- (I) Notwithstanding the previous Section, the District, acting reasonably, may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to Section 14.1 or 14.2 must be changed and the Licensee shall, within sixty (60) days of receiving such notice, cause the amount of insurance posted pursuant to that Section to be changed to the amount specified in the notice and deliver to the District written confirmation of the change.
- (J) If any insurance policy affecting the Lands, or any part thereof, shall be cancelled or shall be threatened by the insurer to be cancelled, or the coverage thereunder reduced in any way by the insurer by reason of the use and occupation of the Lands or any part thereof by the Licensee or by any assignee of the Licensee, or by anyone permitted by the Licensee to be upon the Lands, and if the Licensee fails to remedy the condition giving rise to cancellation or reduction of coverage within thirty (30) days after notice thereof by the District, the District may remedy the condition giving rise to such cancellation, threatened cancellation or reduction, and the Licensee shall forthwith pay the cost thereof to the District.

15. DISPUTE RESOLUTION

- 15.1 In the event of a dispute between the parties regarding the application or interpretation of this Licence or any related matters, whether explicitly referable to dispute resolution under this Article 15 or not, the District may appoint the CAO or Municipal Engineer (or such other senior representative that the District may appoint by notice to the Licensee) and the Licensee shall appoint the commercial director of the Licensee, who will make a good faith effort to resolve any controversy, question or dispute by negotiation.

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Subject to consent from District Council, a unanimous decision of such representatives which is communicated by notice from them to the parties will be binding on the parties.

16. NOTICES

- 16.1 Notices and invoices to be given under this Licence shall be in writing and may be mailed prepaid post or electronically transmitted, addressed to the parties as follows:

DISTRICT: District of Kitimat

270 City Centre
Kitimat, BC, V8C 2H7
Email: DOK@Kitimat.ca
Attention: Corporate Officer

LICENSEE: LNG CANADA DEVELOPMENT INC.

400-4 Avenue SW
Calgary, AB T2P 2H5
Email: leanne.macmaster@lngcanada.ca
Attention: Leanne Macmaster, Commercial Advisor

with a copy to: LNG CANADA DEVELOPMENT INC.

400-4 Avenue SW
Calgary, AB T2P 2H5
Email: legal@lngcanada.ca
Attention: Legal Director

- 16.2 Either party may, from time to time, change its address for service by giving written notice to the other party.
- 16.3 Any notice, invoice or other communication shall be deemed to be received by the addressee, if delivered personally, or electronically transmitted, on the first business day following the delivery or transmission and, if mailed, on the fourth business day following the day on which it was mailed.
- 16.4 In the case of a postal disruption, or an anticipated postal disruption, all notices or other communications to be given under this Licence shall be electronically transmitted or delivered by hand.

17. ACKNOWLEDGEMENTS BY THE PARTIES

- 17.1 The parties acknowledge and agree that:

- (A) the Licensee is entering into this Licence on its own behalf and as agent for and on behalf of each of the Participants;
- (B) the liability of the Participants under this Licence is several and not joint nor joint and several;
- (C) the Licensee is entitled to enforce this Licence on behalf of the Participants. For that purpose:

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- (1) the Licensee may commence proceedings in its own name to enforce all obligations and liabilities of the District under this Licence and to make any claim which any Participant may have against the District; and
 - (2) the Licensee shall use all commercially reasonable efforts to ensure that where it commences such proceedings against the District, it shall consolidate the claims of the Participants so that it is not prosecuting similar claims separately on behalf of one or some Participants; and
- (D) the District is entitled to enforce this Licence against the Licensee in the Licensee's capacity as agent for each of the Participants.

18. ASSIGNMENT

- 18.1 Licensee may not assign in whole or part its rights and obligations under this Licence without the prior written consent of the District, such consent not to be unreasonably withheld, provided that each of the Participants shall have the right to assign in whole or part its rights and obligations under this Licence together with an assignment of its participating interests in the Project without the prior written consent of the District.
- 18.2 The District may assign all or part of its rights or obligations under this Licence without Licensee's consent, so long as the assignee agrees in writing to assume the District's obligations under this Licence.

19. TERMINATION

- 19.1 If LNG Canada announces they are cancelling the Project in Kitimat, the rights of access under this Licence shall automatically terminate, unless otherwise agreed by the parties. The Licensee shall remain responsible to compensate the District for the time that it has been provided access under this Licence.
- 19.2 This Licence is revocable at will.
- 19.3 The District may, but is not obligated to, given notice of default and allow the Licensee to remedy such default.

20. ANTI-BRIBERY AND CORRUPTION

- 20.1 All payments and financial contributions under this Agreement shall not be used for the personal benefit a government official or to influence any improper act or omission of any government official or to secure any improper advantage for LNG Canada or the Participants.
- 20.2 LNG Canada agrees to pay the reasonable legal fees of the District in connection with the preparation of this Agreement.
- 20.3 Nothing contained or implied in this Agreement:
 - (A) prejudices or affects the rights, powers or discretion of the District in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands;

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- (B) imposes any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement; or
- (C) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the District with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.

21. MISCELLANEOUS

- 21.1 Notwithstanding any other provision of this Licence, the parties acknowledge and agree that the rights of use granted pursuant to this Licence are in the nature of a license of occupation only, and do not make or constitute the Licensee a tenant of the Lands or otherwise entitle the Licensee to any exclusive rights to use or occupy the Lands.
- 21.2 No waiver of any breach of a covenant or provision of this Licence shall take effect or be binding upon a party unless it is in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach.
- 21.3 This Licence and the relationship of the parties shall for all purposes be governed by, construed and interpreted according to the laws of the Province of British Columbia. Each party irrevocably attorns, for all purposes hereunder, to the jurisdiction of the courts of the Province of British Columbia and all courts of appeal therefrom.
- 21.4 This Licence and any Schedules hereto, constitutes the entire agreement between the District and the Licensee as to the matters herein and all previous promises, representations or agreements between the parties, whether oral or written, shall be deemed to have been replaced by this Licence.

22. SURVIVAL

- 22.1 Despite termination of this Licence for any reason, all provisions in this Licence containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to audit, confidentiality, insurance, disclaimer of certain remedies, limitations of liability, ownership or use or return of confidential information, retention and inspection of records, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.

23. COUNTERPARTS

- 23.1 This Licence may be executed in any number of counterparts, each of which will be deemed an original of this Licence, and which together will constitute one and the same instrument; provided that neither party will be bound to this Licence unless and until all parties have executed a counterpart. A PDF copy of a counterpart executed by a party in respect of this Licence may be delivered by email or mail to the other party, all of which shall be acceptable evidence of the execution of the Licence by that party and shall be binding upon that party for all purposes.

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The parties have executed this Licence as of the day and year first above written:

DISTRICT OF KITIMAT, by its authorized signatories

LNG CANADA DEVELOPMENT INC., as agent for and on behalf of the Participants

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

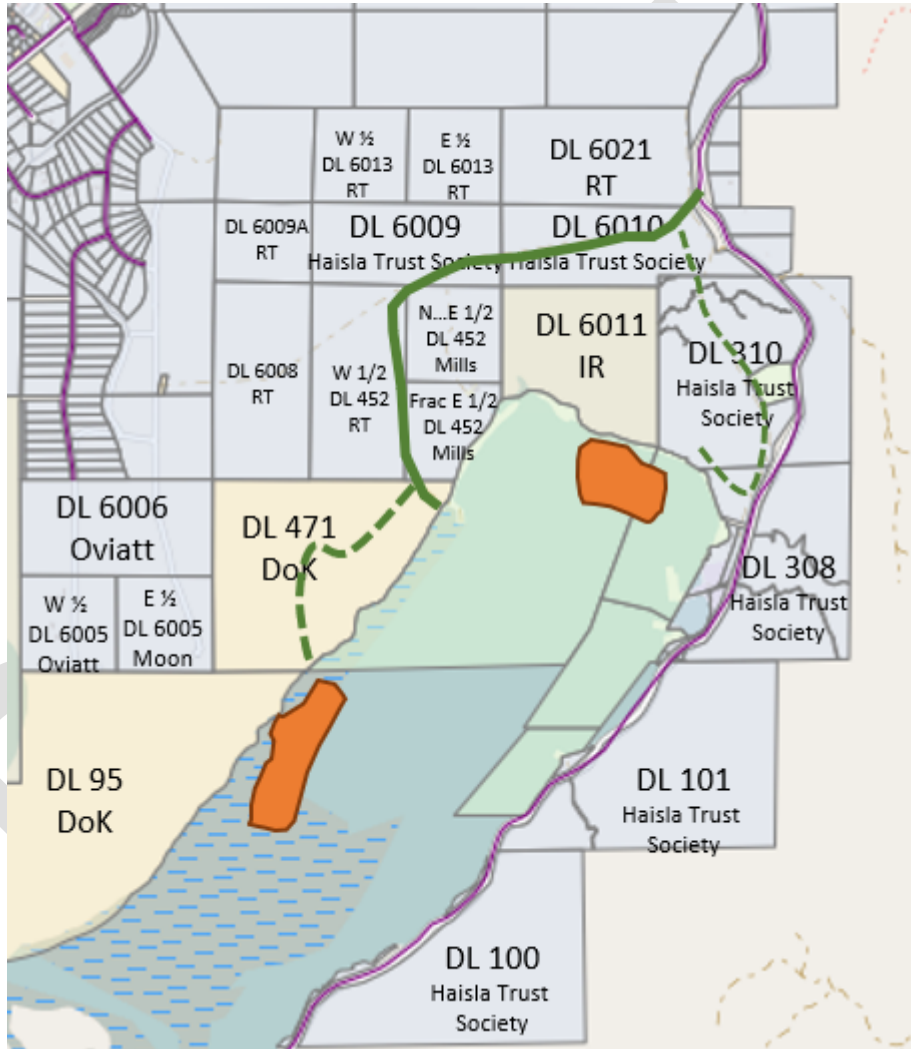
Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

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**SCHEDULE "A-1"
PLAN OF DOK SECTION**

The Entire Road is indicated in solid green on the sketch below and the DOK Section is the portion of the Entire Road that is located within the lands owned by the District (DL 471). The New Access Road is indicated by the dashed green line located within the lands owned by the District (DL 471).



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SCHEDULE "B"
AUTHORIZED THIRD PARTIES

	Authorized Third Party
1)	Rio Tinto Alcan Inc.
2)	Elected officials, employees, agents, servants, contractors and subcontractors of the District of Kitimat

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SCHEDULE "C"
ROAD USE AND ACCESS LEASE AGREEMENT

(see attached)

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SCHEDULE "D"
LETTER RE: COMMUNITY WATER ACCESS

(see attached)

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