

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: _____, 2010

PRESENT: THE HONOURABLE MR. JUSTICE CLÉMENT GASCON, J.S.C.

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

THE REGISTRY OF DEEDS FOR NEWFOUNDLAND AND LABRADOR

and

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF THE HUNT RIVER ASSETS
(#_____)

[1] **CONSIDERING** *Petitioners' Motion for the Issuance of an Order Authorizing the Sale of Certain Assets of the Petitioners (Hunt River Assets)* dated ● September 16, 2010 (the "**Motion**");

[2] **CONSIDERING** the representations of the parties;

- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("**CCAA**");

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the execution by Abitibi-Consolidated Inc. ("**ACI**") and Abitibi-Consolidated Company of Canada ("**ACCC**") of the Purchase and Sale Agreement filed as Exhibit R-1 to the Motion (the "**Purchase and Sale Agreement**"), by and among ACI and ACCC (the "**Vendors**"), as vendors, and 1512513 Alberta Ltd. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [2] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Purchase and Sale Agreement;
- [3] **ORDERS AND DECLARES** that upon issuance of this Order, all right, title and interest in and to the Assets as defined in the Purchase and Sale Agreement (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Purchased Assets Encumbrances**"), including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to any applicable legislation providing for a security interest in personal or movable property, the *Bank Act* or any other applicable legislation, excluding however, encumbrances the Purchaser has agreed to accept pursuant to the Purchase and Sale Agreement and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Purchase and Sale Agreement;
- [4] **ORDERS** that upon the registration at the Registry of Deeds for Newfoundland and Labrador of a certified copy of this Order, the Registrar of Deeds is hereby directed to enter the Purchaser as the owner of the real property and real property interests

identified in the Title Instruments communicated as **Schedule "D"** hereto (the "**Real Property**") together with all buildings and other structures, facilities and improvements located thereon, in fee simple in respect of the Real Property, and is hereby directed to discharge, release, delete and expunge from title to the Real Property all of the Purchased Assets Encumbrances;

[5] **ORDERS** that the Purchase Price (as defined in the Purchase and Sale Agreement) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchase Price shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;

[6] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of the Vendors under the Purchase Price shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;

[7] **ORDERS** that notwithstanding:

- (i) the proceedings under the CCAA;
- (ii) any petitions for a receiving order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act ("**BIA**") and any order issued pursuant to any such petition; or
- (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Purchase and Sale Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

[8] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security.

[9] **THE WHOLE WITHOUT COSTS.**

CLÉMENT GASCON, J.S.C.

●
Stikeman Elliott LLP

Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

1. ABITIBI-CONSOLIDATED INC.
2. ABITIBI-CONSOLIDATED COMPANY OF CANADA
3. 3224112 NOVA SCOTIA LIMITED
4. MARKETING DONOHUE INC.
5. ABITIBI-CONSOLIDATED CANADIAN OFFICE PRODUCTS HOLDINGS INC.
6. 3834328 CANADA INC.
7. 6169678 CANADA INC.
8. 4042140 CANADA INC.
9. DONOHUE RECYCLING INC.
10. 1508756 ONTARIO INC.
11. 3217925 NOVA SCOTIA COMPANY
12. LA TUQUE FOREST PRODUCTS INC.
13. ABITIBI-CONSOLIDATED NOVA SCOTIA INCORPORATED
14. SAGUENAY FOREST PRODUCTS INC.
15. TERRA NOVA EXPLORATIONS LTD.
16. THE JONQUIERE PULP COMPANY
17. THE INTERNATIONAL BRIDGE AND TERMINAL COMPANY,
18. SCRAMBLE MINING LTD.
19. 9150-3383 QUÉBEC INC.
20. ABITIBI-CONSOLIDATED (U.K.) INC.

SCHEDULE "B"
BOWATER PETITIONERS

1. BOWATER CANADIAN HOLDINGS INC.
2. BOWATER CANADA FINANCE CORPORATION
3. BOWATER CANADIAN LIMITED
4. 3231378 NOVA SCOTIA COMPANY
5. ABITIBIBOWATER CANADA INC.
6. BOWATER CANADA TREASURY CORPORATION
7. BOWATER CANADIAN FOREST PRODUCTS INC.
8. BOWATER SHELBURNE CORPORATION
9. BOWATER LAHAVE CORPORATION
10. ST-MAURICE RIVER DRIVE COMPANY LIMITED
11. BOWATER TREATED WOOD INC.
12. CANEXEL HARDBOARD INC.
13. 9068-9050 QUÉBEC INC.
14. ALLIANCE FOREST PRODUCTS (2001) INC.
15. BOWATER BELLEDUNE SAWMILL INC.
16. BOWATER MARITIMES INC.
17. BOWATER MITIS INC.
18. BOWATER GUÉRETTE INC.
19. BOWATER COUTURIER INC.

SCHEDULE "C"

18.6 CCAA PETITIONERS

1. ABITIBIBOWATER INC.
2. ABITIBIBOWATER US HOLDING 1 CORP.
3. BOWATER VENTURES INC.
4. BOWATER INCORPORATED
5. BOWATER NUWAY INC.
6. BOWATER NUWAY MID-STATES INC.
7. CATAWBA PROPERTY HOLDINGS LLC
8. BOWATER FINANCE COMPANY INC.
9. BOWATER SOUTH AMERICAN HOLDINGS INCORPORATED
10. BOWATER AMERICA INC.
11. LAKE SUPERIOR FOREST PRODUCTS INC.
12. BOWATER NEWSPRINT SOUTH LLC
13. BOWATER NEWSPRINT SOUTH OPERATIONS LLC
14. BOWATER FINANCE II, LLC
15. BOWATER ALABAMA LLC
16. COOSA PINES GOLF CLUB HOLDINGS LLC

SCHEDULE "D"
REAL PROPERTY
TITLE INSTRUMENTS

[NTD: Insert description of the real property.]

[Begins next page]

100-5011

92-05-01

78136

750.00 + 500.00 + 35.00 G.S.T

PROVINCE OF NEWFOUNDLAND

NO. 78136

CK# 727579 - 78136

192-05-29

750.00

535.00



LEASE FOR OUTFITTER

Under the provisions of Section 3(1) of The Lands Act, Chapter 36 of The Statutes of Newfoundland, 1991, Her Majesty the Queen in right of Newfoundland represented herein by the Honourable the Minister of Environment and Lands for the Province of Newfoundland (hereinafter called the "Minister") doth hereby LEASE and DEMISE unto

Last Frontier Fishing Lodges Limited of Happy Valley-Goose Bay
in the Electoral District of Muskrat

in the Province of Newfoundland (hereinafter called the "Lessee"), the heirs, executors, administrators and assigns ALL THAT piece or parcel of land situate and being at Chapeau Lake, in the Electoral District of Torngat Mountains, as more particularly described in Schedule A and delineated in Schedule B, with the appurtenances, excepted and reserved nevertheless to the Crown out of this present lease all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, salt, natural gas, oil and related hydrocarbons in and under the said piece or parcel of land TO HAVE AND TO HOLD the said piece or parcel of land unto the Lessee for the term of 50 years from the 1st day of June A.D., 1992, SUBJECT to the reservation, terms and conditions hereinafter set out.

YIELDING AND PAYING unto the Crown subject to the rental revision clause hereinafter appearing, as the price and consideration of the said lease the sum of \$500.00 payable on the 1st day of June in each year, the first payment to be made on the execution of this lease. The lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal.

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these presents.

PROVIDED ALWAYS that if the Lessee, the heirs, executors, administrators and assigns shall make default in the performance of any of the provisions therein contained, the Minister may give the Lessee thirty (30) days notice of termination of this lease, and upon the expiration of the thirty days, this lease shall cease and the Lessee shall forthwith vacate the demised premises.

IN WITNESS WHEREOF The Minister of Environment and Lands for the Province of Newfoundland has hereunto subscribed his hand and the Seal of the Department of Environment and Lands has been hereunto affixed on the 1st day of June A.D., 1992 AND the Lessee has hereunto subscribed his hand and seal.

SIGNED AND SEALED

by the Minister of Environment and Lands and
the Seal of the Department of Environment and
Lands hereunto affixed in the presence of:

Ann Marie Bastow

ANN MARIE BASTOW
Commissioner for Oaths in and
for Newfoundland. My Commission
expires the 31st day of December,
1994.

SIGNED AND SEALED by the Lessee
on the 8th day of May A.D.,
1992, in the presence of:

Kate D. Harris
Witness

KATE D. HARRIS
A Barrister of the Supreme
Court of Nova Scotia

[Signature]
Minister of Environment and Lands

[Signature]
Lessee

Com:
Seal:
X

SCHEDULE "A"

All that piece or parcel of land situate and being at Char Lake, Labrador in the electoral district of Torngat Mountains in the province of Newfoundland being bound and abutted as follows, that is to say:

Beginning at a point said point being an Iron Bar having coordinates North 6,165,500 and East 627,450 of the Six Degree U.T.M. Coordinate System;

Thence North 58 degrees 51 minutes West 22.70 metres, more or less, to the principal point of beginning;

Thence along a Reservation to the waters of Char Lake, 15.00 metres wide, South 16 degrees 56 minutes East 100.00 metres;

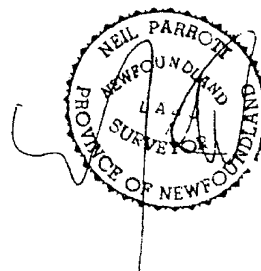
Thence along Crown Land South 74 degrees 49 minutes West 100.00 metres;

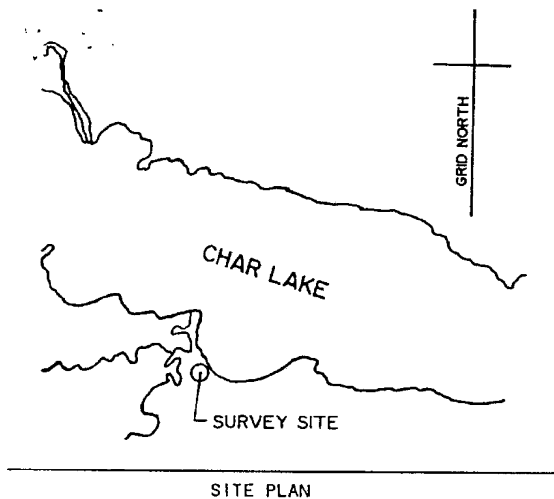
Thence North 16 degrees 56 minutes West 100.00 metres;

Thence North 74 degrees 49 minutes East 100.00 metres, more or less, to the principal point of beginning.

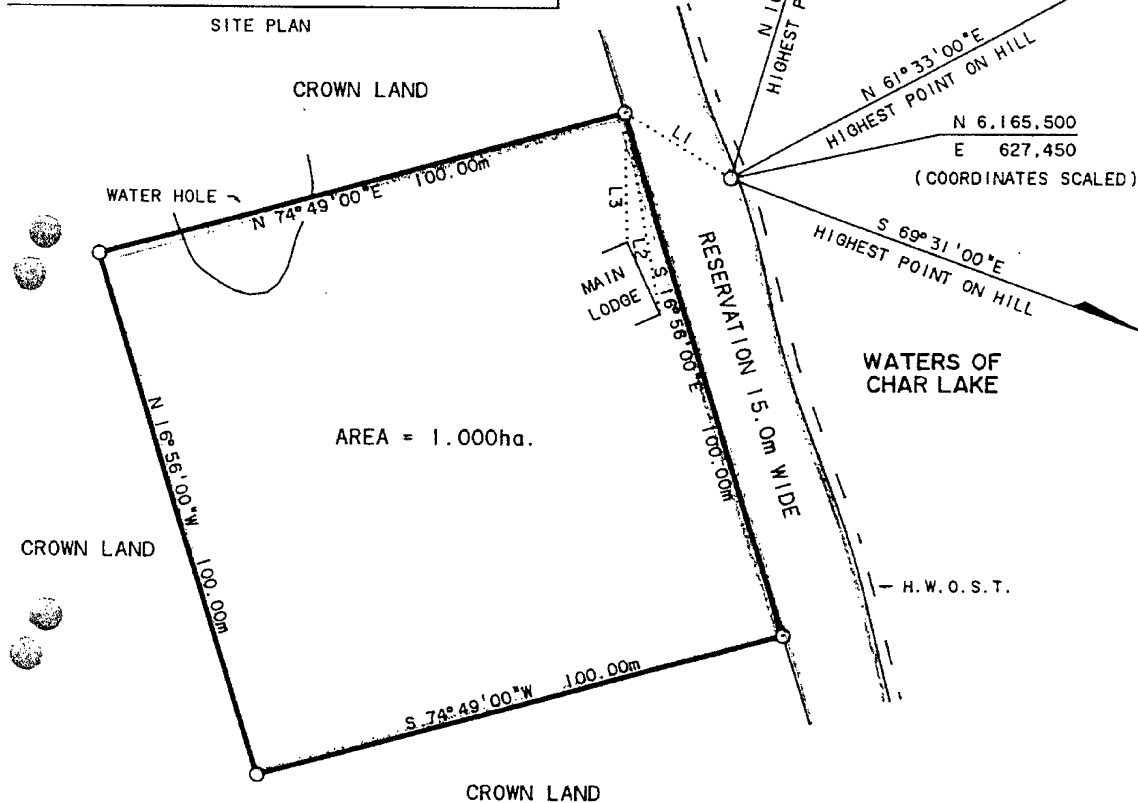
Containing an area of 1.000 hectares, more or less.

All bearings being referred to Magnetic North (1991).





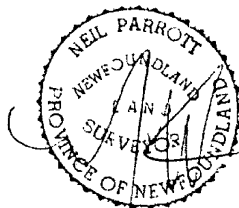
SCHEDULE "B"



LINE	BEARING	DISTANCE
L 1	N 58° 51' 00" W	22.70m
L 2	S 10° 20' 00" E	37.56m
L 3	S 01° 26' 00" E	23.56m

N.E. PARROTT SURVEYS LTD.
NEWFOUNDLAND LAND SURVEYORS
GOOSE BAY, LABRADOR 896-5019

○ - IRON BAR
⊙ - CAPPED IRON BAR
DATE: - SEPTEMBER 25, 1991
SCALE - 1:1000
APPLIC. NO. - 78136
Linear Measurement Horizontal Ground Distances



SCHEDULE "C"

1. The Lessee shall use the land solely for the purpose of outfitters camp.
2. The site development must commence within the first year and must be completed within two (2) years. (An extension to the development period may be approved for up to a maximum of twelve (12) months if satisfactory reason is given).
3. The rent reserved as set out in this lease shall be subject to review every five (5) years.
4. The land hereby demised shall not be assigned in whole or in part without the written consent thereto of the Minister and upon payment of a fee as fixed by the Minister. The Ministerial consent for assignment may be withheld until such time as the requirements of Clause 1 are fulfilled. And it is further agreed that this consent for assignment is not required where the whole of the land only is being assigned solely for mortgage purposes.
5. The land hereby demised shall not be used for any purpose other than specified without written consent of the Minister and then only on such terms and conditions and the payment of such fee as the Minister may prescribe.
6. The demised land shall be holden upon, under and subject to all regulations under and the terms and conditions in and under and provisions of The Lands Act, Chapter 36 of The Statutes of Newfoundland, 1991, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland or any part thereof; and subject to all such statutes and regulations as are now in force, or which may at any time hereafter be made by law for construction, repair and maintenance of roads, sewers, drains, canals, bridges, airstrips, landings, or other public works or improvements within the said Province or any part thereof, and for subjecting any land therein situate, or the owners and occupiers of such land, to rates and assessments, or other duties and services, for the purposes aforesaid, or for any of them; AND the Lessee shall at all times peaceably quit and deliver up possession to the Crown of all or any such part or parts of the demised land as may be required for the purposes aforesaid or any of them upon receiving such compensation (if any) as by any law now in force or hereafter to be made in that respect may be provided.
7. The Lessee shall pay all taxes and charges that may be levied by any Municipal, Provincial, or Federal authority on or in respect of the demised premises.
8. The Lessee shall indemnify and save harmless the Crown against any loss, cost or damage resulting directly or indirectly from the Lessee's use or occupation of the demised premises.
9. The Lessee agrees not to cut, remove or allow to be cut or removed any timber other than that which is necessary for the purpose designated.
10. Disposal of garbage on the surface of the ground or under water is not acceptable. Garbage must be either burned or buried in an acceptable manner, or disposed of at an approved waste disposal site.
11. Sewer facilities shall comply with the Department of Health Regulations. No raw sewage to enter any water body.
12. The Lessee shall comply with the Tourist Establishment Regulations.
13. The Lessee shall subscribe to such regulations as may be in effect to prevent the start of forest fires and shall provide fire extinguishers and other fire fighting equipment as directed by the Minister of Forestry and Agriculture.
14. The Lessee shall within reasonable limits, undertake to see that all fishing and/or hunting by himself and his guests is carried out in accordance with existing laws and regulations. He shall also undertake to report immediately all breaches of the Wildlife Act and Regulations and all breaches of the Fisheries Act and Regulations that may become known to him.
15. The Lessee shall permit access to the land at all times by officers authorized by law or by the Minister.
16. The title does not convey any exclusive right to fishing waters or hunting lands.
17. The Lessee shall not permit the land to be inoperative for a period in excess of two (2) years without prior approval of the Minister.
18. If for any reason the title is cancelled or not renewed, any property remaining on the site ninety (90) days after the cancellation or expiration of the title, shall become vested with the Minister to be disposed of as he sees fit.

400-3526
91-53-12
78794

150.00 + 500.00 + 400.00
+ 200.00

PROVINCE OF NEWFOUNDLAND

NO. 78794

26-11-72
\$650.00
0-5-31

Replaced expired lease # 4849



FILMED

LEASE FOR OUTFITTER

Under the provisions of Section 5(1) of The Crown Lands Act, Chapter 71 of The Revised Statutes of Newfoundland, 1970 as amended, Her Majesty the Queen in right of Newfoundland represented herein by the Honourable the Minister of Environment and Lands for the Province of Newfoundland (hereinafter called the "Minister") doth hereby **LEASE** and **DEMISE** unto

Abitibi-Price Incorporated of Grand Falls-Windsor
in the Electoral District of Grand Falls

in the Province of Newfoundland (hereinafter called the "Lessee"), the heirs, executors, administrators and assigns **ALL THAT** piece or parcel of land situate and being at Hunt River, in the Electoral District of Torngat Mountains, as more particularly described in Schedule A and delineated in Schedule B, with the appurtenances, excepted and reserved nevertheless to the Crown out of this present lease all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, salt, natural gas, oil and related hydrocarbons in and under the said piece or parcel of land **TO HAVE AND TO HOLD** the said piece or parcel of land unto the Lessee for the term of 50 years from the 5th day of June, 1970 A.D., 1990. **SUBJECT** to the reservation, terms and conditions hereinafter set out.

YIELDING AND PAYING unto the Crown subject to the rental revision clause hereinafter appearing, as the price and consideration of the said lease the sum of \$500.00 payable on the 5th day of June in each year, the first payment to be made on the execution of this lease. The lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal.

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these presents.

PROVIDED ALWAYS that if the Lessee, the heirs, executors, administrators and assigns shall make default in the performance of any of the provisions therein contained, the Minister may give the Lessee thirty (30) days notice of termination of this lease, and upon the expiration of the thirty days, this lease shall cease and the Lessee shall forthwith vacate the demised premises.

IN WITNESS WHEREOF The Minister of Environment and Lands for the Province of Newfoundland has hereunto subscribed his hand and the Seal of the Department of Environment and Lands has been hereunto affixed on the 26th day of November, 1972 A.D., 1972 AND the Lessee has hereunto subscribed his hand and seal.

SIGNED AND SEALED

by the Minister of Environment and Lands and
the Seal of the Department of Environment and
Lands hereunto affixed in the presence of:

ANN MARIE BASTOW
Commissioner for Oaths in and
Newfoundland. My Commission
pires the 31st day of December,
1974.

Witness

SIGNED AND SEALED by the Lessee
on the 23 day of May, 1973 A.D.,
1973, in the presence of:

Witness

ABITIBI-PRICE INC.

John Elsie
Lessee

SCHEDULE "A"

All that piece or parcel of land situate and being at Hunt River, Jack Lane Bay, in the Electoral District of Torngat Mountains and being Lower Island, Middle Island and Upper Island situate approximately 1.7 kilometres upstream from the mouth of the said Hunt River, abutted and bounded as follows, that is to say:

Beginning at a point being the most easterly point on the shore line of Lower Island;

Thence running along the said shore line in a general southerly direction three hundred forty-seven decimal seven eight metres,

And thence in a general westerly direction ninety-two decimal nine six metres,

And thence in a general northerly direction three hundred sixty-one decimal four nine metres, more or less, to the point of beginning.

Reserving, nevertheless, out of the above described area a space, ten metres wide, extending along the said shoreline of Lower Island;

The said piece or parcel of land as above described containing an area of 1.131 hectares, more or less.

Also, all that other piece or parcel of land being Middle Island in the diagram delineated within and containing an area of 1.404 hectares, more or less, and described as follows;

Beginning at a point being the most easterly point of the shore line of Middle Island;

Thence running along the said shore line in a general westerly direction three hundred thirty-four decimal three seven metres,

SCHEDULE "A" Cont'd

And thence in a general easterly direction three hundred sixty-three decimal three two metres, more or less, to the point of beginning.

Reserving, nevertheless, out of the above described area a space, ten metres wide, extending along the said shore line of Middle Island.

Also, all that other piece or parcel of land being Upper Island in the diagram delineated within and containing an area of 5.415 hectares, more or less, and described as follows;

Beginning at a point being the most easterly point in the shore line of Upper Island;

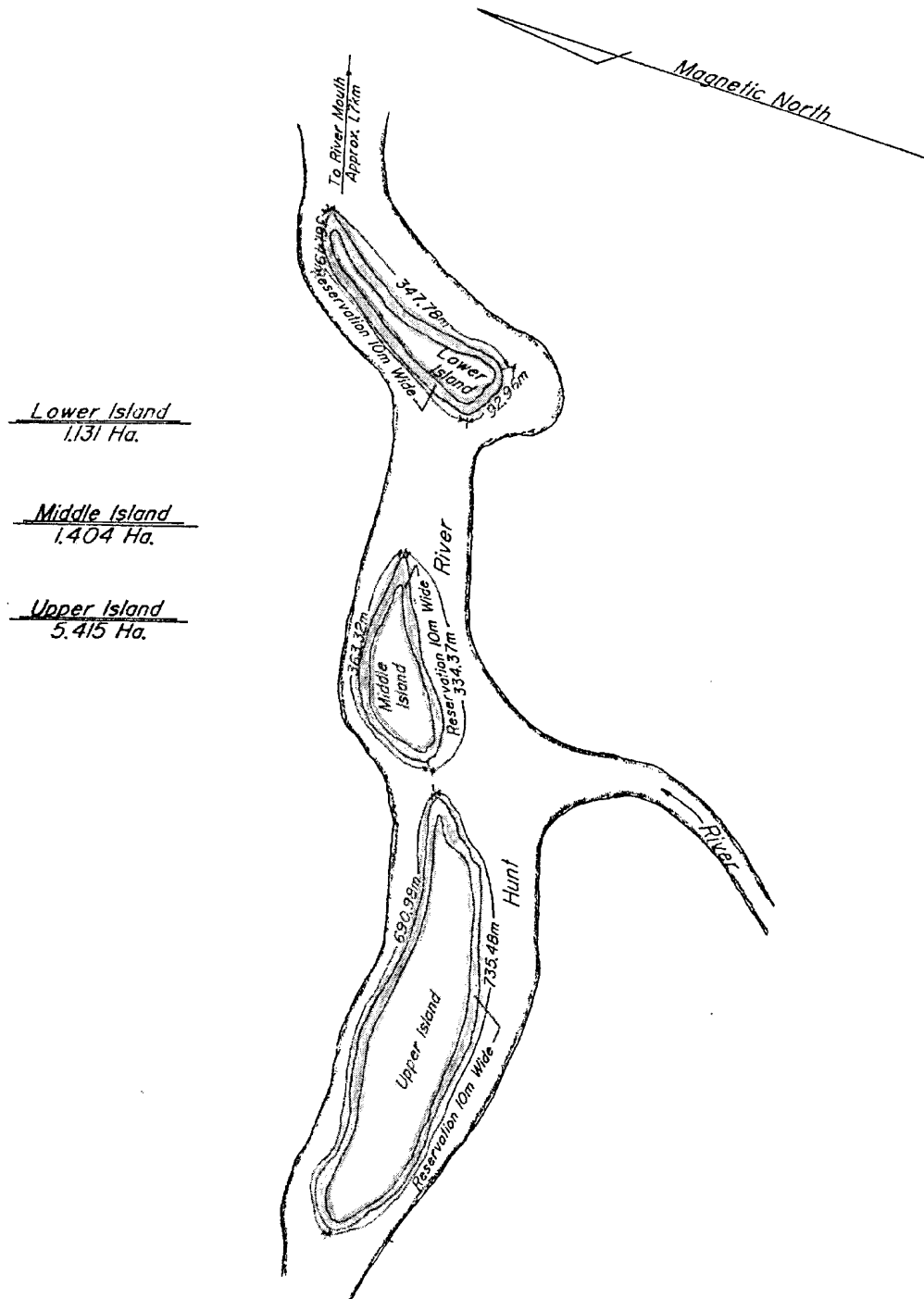
Thence running along the said shore line in a general westerly direction seven hundred thirty-five decimal four eight metres,

And thence in a general easterly direction six hundred ninety decimal nine eight metres, more or less, to the point of beginning.

Reserving, nevertheless, out of the above described area a space, ten metres wide, extending along the said shore line of Upper Island and being of the dimensions specified in the diagram delineated within and containing in all 7.95 hectares, more or less.

All bearings being Magnetic.

SCHEDULE "B"



No. 78794

Scale 1: 7500

Topo 13N

SCHEDULE "C"

1. The Lessee shall use the land solely for the purpose of outfitting.
2. The site development must commence within the first year and must be completed within two (2) years. (An extension to the development period may be approved for up to a maximum of twelve (12) months if satisfactory reason is given).
3. The rent reserved as set out in this lease shall be subject to review every five (5) years.
4. The land hereby demised shall not be assigned in whole or in part without the written consent thereto of the Minister and upon payment of a fee as fixed by the Minister. The Ministerial consent for assignment may be withheld until such time as the requirements of Clause 1 are fulfilled. And it is further agreed that this consent for assignment is not required where the whole of the land only is being assigned solely for mortgage purposes.
5. The land hereby demised shall not be used for any purpose other than specified without written consent of the Minister and then only on such terms and conditions and the payment of such fee as the Minister may prescribe.
6. The demised land shall be holden upon, under and subject to all regulations under and the terms and conditions in and under and provisions of The Crown Lands Act, Chapter 71 of The Revised Statutes of Newfoundland, 1970, as amended, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland or any part thereof; and subject to all such statutes and regulations as are now in force, or which may at any time hereafter be made by law for construction, repair and maintenance of roads, sewers, drains, canals, bridges, airstrips, landings, or other public works or improvements within the said Province or any part thereof, and for subjecting any land therein situate, or the owners and occupiers of such land, to rates and assessments, or other duties and services, for the purposes aforesaid, or for any of them; AND the Lessee shall at all times peaceably quit and deliver up possession to the Crown of all or any such part or parts of the demised land as may be required for the purposes aforesaid or any of them upon receiving such compensation (if any) as by any law now in force or hereafter to be made in that respect may be provided.
7. The Lessee shall pay all taxes and charges that may be levied by any Municipal, Provincial, or Federal authority on or in respect of the demised premises.
8. The Lessee shall indemnify and save harmless the Crown against any loss, cost or damage resulting directly or indirectly from the Lessee's use or occupation of the demised premises.
9. The Lessee agrees not to cut, remove or allow to be cut or removed any timber other than that which is necessary for the purpose designated.
10. Disposal of garbage on the surface of the ground or under water is not acceptable. Garbage must be either burned or buried in an acceptable manner, or disposed of at an approved waste disposal site.
11. Sewer facilities shall comply with the Department of Health Regulations. No raw sewage to enter any water body.
12. The Lessee shall comply with the Tourist Establishment Regulations.
13. The Lessee shall subscribe to such regulations as may be in effect to prevent the start of forest fires and shall provide fire extinguishers and other fire fighting equipment as directed by the Minister of Forestry and Agriculture.
14. The Lessee shall within reasonable limits, undertake to see that all fishing and/or hunting by himself and his guests is carried out in accordance with existing laws and regulations. He shall also undertake to report immediately all breaches of the Wildlife Act and Regulations and all breaches of the Fisheries Act and Regulations that may become known to him.
15. The Lessee shall permit access to the land at all times by officers authorized by law or by the Minister.
16. The title does not convey any exclusive right to fishing waters or hunting lands.
17. The Lessee shall not permit the land to be inoperative for a period in excess of two (2) years without prior approval of the Minister.
18. If for any reason the title is cancelled or not renewed, any property remaining on the site ninety (90) days after the cancellation or expiration of the title, shall become vested with the Minister to be disposed of as he sees fit.

Potter 304 5th H
Goose Bay, Lab
File ISO

11/15/09
20-10-09
H/1000

400/3-15
20-09-19
72676

500 00

PROVINCE OF NEWFOUNDLAND

NO. 12070

PERMIT

for

OCCUPANCY OF CROWN LAND

UNDER SECTION 21,

OF

THE CROWN LANDS ACT, Chapter 71 RSN, 1970 as amended.

THIS PERMIT ENTITLES Clyde W. House
of Goose Bay
to occupy CROWN LANDS, comprising approximately 0.474 ha
~~and~~ located at Hunt River
in the District of Torngat Mountains

being more particularly indicated on a map herein and generally described as follows:

An area of approximately 0.474 ha located at Hunt River and having UTM
co-ordinates of North 6,131,100 metres and East 633,800 metres

for the purpose of erecting and operating a fishing and/or hunting establishment

SUBJECT to the following terms and conditions:

1. A rental of ~~2,000.00~~ payable on issuance of the Permit ~~with respect to the year ending December 31, 2000~~
~~and the amount of 2,000.00 is payable on January 1, 2001 and on each anniversary thereafter of the date of the Permit~~
2. The Permit-holder undertakes to comply with all the relevant provisions of The Crown Lands Act, chapter 71 RSN, 1970 as amended, any other Act and any regulations made thereunder.
3. The Permit-holder agrees not to cut, remove or allow to be cut or removed any timber other than that which is necessary for the purpose designated.

- (a) Renewal of this Permit will be subject to the satisfactory disposal of all garbage resulting from the operation of this facility either prior to or during the term of this Permit. All such garbage must be disposed of prior to the expiration of this Permit. The disposal of garbage on the surface of the ground or under water is not acceptable. Garbage must be either burned or buried in an acceptable manner, or disposed of at an approved waste disposal site.

FILMED

4. The Permit-holder agrees to comply with the following special conditions covering the occupation of Crown Lands for the erection and operation of fishing and/or hunting establishments.

(a) The minimum standards of construction shall be as required by the Tourist Establishment Act and Regulations;

(b) the Permit-holder shall use the land for the purpose of a hunting and/or fishing establishment only;

(c) before July 1st in each year during the term of the Permit, the Permit-holder is required to give notice to the Minister if the establishment is inoperative during that year. Permits for establishments that are inoperative for a period of two (2) consecutive years shall cease and the lands concerned, together with the buildings and appurtenances thereon, shall revert to the Crown.

(d) before the 31st day of December in each year during the term of the Permit, the Permit-holder shall provide the Minister with a return in the form prescribed by him showing the names and addresses of the persons accommodated at the establishment, the number and species of fish taken and such other information as the Minister may require. Returns officially made to the Tourist Development Office shall be deemed to have been made to the Minister;

(e) the Permit-holder shall agree to employ not less than two (2) resident licenced guides for a period of two months between June 1st and November 15th in each year during the term of the Permit;

(f) the Permit-holder shall subscribe to such regulations as may be in effect to prevent the start of forest fires and shall provide fire extinguishers and other fire fighting equipment as directed by the Minister;

(g) the Permit-holder shall, within reasonable limits, undertake to see that all fishing and/or hunting by himself and his guests, is carried out in accordance with existing laws and regulations. He shall also undertake to report immediately all breaches of the Wildlife Act and Regulations and all breaches of the Fisheries Act and Regulations that may become known to him;

(h) the Permit-holder shall permit access to the land at all times by officers authorized by law or by the Minister;

(i) the Permit-holder shall employ resident guides and labour as required for the operation except that the Minister may authorize the use of non-resident guides and labour for particular reasons if he deems it advisable;

(j) the Permit does not convey any exclusive rights to fishing waters or hunting lands;

5. This Permit shall forthwith cease to be valid if the Permit-holder fails to comply with any of the conditions.

6. The Permit is non-transferable and expires ~~December 31, 1987~~ June 25, 1987.

[Signature]
Permit-holder

[Signature]
Minister of Forest Resources and Lands

[Signature]
Witness

June 25, 1986
Date

18 May 1986
Date

MINISTER'S DECISION:

☒ Approved ☐ Refused ☐ Deferred ☐ To Cabinet

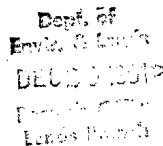
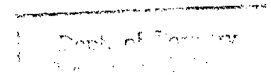
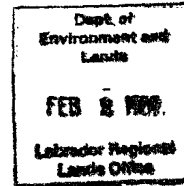
Special Instructions: _____

Date 29/01/27

Signature _____

Application No. _____
Type of Application _____
Applicant's Name and Address: _____

Telephone No. _____
Location of Land _____



Survey Authorization issued on _____ by _____

Sent for Drafting on _____ by _____

Title Drafted on _____ by _____

Comments on above:

Signature

Rent Paid - Amount \$500.00
Receipt No. 66592
Date May 29, 1987

RENEWAL OF PERMIT NO. 72676

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

WHEREAS under the authority of Section 21 of The Crown Lands Act, Clude W. House (hereinafter called the "Permit-holder") is the registered permit-holder of Permit No. 72676 issued on the 25 day of June, 1986.

AND WHEREAS the said Permit No. 72676 expired on the 25 day of June, 1987.

AND WHEREAS the Permit-holder has made application for a renewal of the said Permit.

NOW KNOW YOU ALL BY THESE PRESENTS:

The Minister of Forest Resources and Lands hereby renews the said Permit for a further term of 1 years commencing on the 25 day of June, 1987.

YIELDING AND PAYING in advance ~~yearly and every year during the~~ ~~XXXXXX~~ the sum of \$ 500.00.

PROVIDED that the said Permit dated the 25 day of June, 1986 except to the extent modified by these presents shall continue in full force and effect.

IN WITNESS WHEREOF these presents have been executed by the said Minister on this 9th day of June, 1987.

SIGNED BY the Honourable)
the Minister of Forest)
Resources and Lands in)
the presence of:)

VIDA MILLER

A Commissioner for Oaths in and for
Newfoundland. My Commission expires
the 31st. day of December, 1989.

Vida Miller
Witness

Lea Simons
Minister of Forest Resources
and Lands

DEPARTMENT OF ENVIRONMENT AND LANDS

FILMED

File No. 4/3649-0
Rent Paid Amount \$2500.00
Receipt No. 37049
Date 92.08.11

RENEWAL OF LICENCE NO. L- 72676

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

WHEREAS on 86.06.25, Last Frontier Fishing Lodges Ltd. received from the Crown Licence No. L- 72676 under the authority of Section 6 of the Lands Act for the purpose of Outfitters.

AND WHEREAS the said Licence No. L- 72676 expired/expires on 88.06.25.

AND WHEREAS Last Frontier Fishing Lodges Ltd. has made application for a renewal of the said Licence



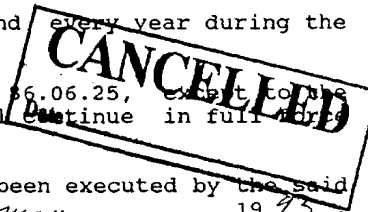
NOW KNOW YOU ALL BY THESE PRESENTS:

The Minister of Environment and Lands hereby renews the said Licence for a further term of 50 year(s) commencing on 88.06.26, and expiring on 2038.06.25.

SUBJECT TO the terms and conditions as stipulated in Schedule "A" attached hereto, where applicable.

YIELDING AND PAYING in advance yearly and every year during the said term the sum of \$500.00.

PROVIDED that the said Licence dated 86.06.25, except to the extent modified by these presents shall continue in full force and effect.



IN WITNESS WHEREOF these presents have been executed by the said Minister on this 16th day of February, 1995.

SIGNED BY the Honourable)
the Minister of Environment)
and Lands in the presence of)

Ann Marie Bastow

Witness

ANN MARIE BASTOW
A Commissioner for Oaths in and
for Newfoundland. My Commission
expires the 31st. day of December,
1994.

[Signature]
Minister of Environment and Lands

SCHEDULE "A"

1. The rent reserved as set out in this licence shall be subject to review every five (5) years.
 2. The land hereby licenced shall not be assigned in whole or in part without the written consent thereto of the Minister and upon payment of a fee as fixed by the Minister.
 3. The land hereby licenced shall not be used for any purpose other than specified without written consent of the Minister and then only on such terms and conditions and the payment of such fee as the Minister may prescribe.
 4. The Licence Holder shall indemnify and save harmless the Crown against any loss, cost or damage resulting directly or indirectly from the licence holder's use or occupation of the demised premises.
 5. Sewer facilities shall comply with the Department of Health Regulations. No raw sewage to enter any water body.
 6. If the Licence Holder is in default of any of the covenants contained in this licence or if the Licence Holder is convicted of an offense under **The Wildlife Act**, R.S.N. 1990, c.W-8 the Crown may at its sole and absolute discretion cancel this licence by delivering to the Licence Holder in writing to that effect, and upon such delivery the licence shall cease.
 7. If for any reason the licence is cancelled or not renewed, any property remaining on the site ninety (90) days after the cancellation or expiration of the title, shall become vested with the Minister to be disposed of as she sees fit.
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