

Heather Mood
147 MT Tom Road
Smithfield, ME, 04978
Telephone: (207) 692-7689

CABIN LOT LICENSE

BBC LAND, LLC, a Colorado Limited Liability Company, with a mailing address c/o American Forest Management, 40 Champion Lane, Milford, ME 04461 ("Licensor"), and **Heather Mood**, with an address at **147 MT Tom Road, Smithfield, ME, 04978** ("Licensee") enter and execute this Recreational Cabin and Site License (the "License") effective as of this **1st day of May, 2025**.

IN CONSIDERATION of the payments to be made and the mutual covenants set forth herein, the parties agree as follows:

1. **DEFINITIONS:**

As used herein the following terms shall have the following meanings:

- a. "Licensee" shall include the Licensee, its agents, employees, invitees, guests, family, contractors or others making or claiming entitlement to use the Licensed Site pursuant to this License.
- b. "Licensor" shall include **BBC LAND, LLC, a Colorado Limited Liability Company**, its affiliates, parent, subsidiaries, partners, the officers and employees of same each, and its contractors and agents.
- c. "Property" shall include all lands of the Licensor, its affiliates, subsidiaries and assigns.
- d. "Licensed Site" shall include certain Property of the Licensor described in Paragraph 2 of this License.

2. **LICENSED SITE:**

Project: 145	Site: 003	State: ME
Township: T30 MD	County: Washington	
Description: Township: T30 MD;		

Being all that parcel of land described on the Site Map attached hereto as Exhibit A.

3. **TERM:**

The term of this License is thirty-six (36) months, commencing May 1, 2025 and ending April 30 2028; at which time, Licensor and Licensee may agree, but are not obligated, to renew this license for a successive term.

At the expiration of said term, this License shall terminate without notice to Licensee. If Licensor and Licensee do not renew the license, Licensee agrees to quit and deliver the Licensed Site to the Licensor or its agent as set forth in Paragraph 13 herein.

4. **FEES:**

During the term of this License, Licensee shall make annual license fee payments to the Licensor in accordance with the following schedule:

<u>LICENSE FEE</u>	<u>DUE DATE</u>	<u>PERIOD COVERED</u>
\$280.00	05/31/2025	05/01/2025 - 04/30/2026
\$280.00	05/31/2026	05/01/2026 - 04/30/2027
\$280.00	05/31/2027	05/01/2027 - 04/30/2028

Licensee shall pay and discharge when due and payable, any and all taxes, charges, assessments, and other impositions levied upon the buildings, improvements, and fixtures on the Licensed Site. Failure of Licensee to pay such taxes and/or the imposition of a lien on the Licensed Site, or such buildings, structures, or improvements by any governmental authority as a result of such failure shall constitute a default of this License.

Payment for all amounts owed shall be paid by the due date. For all amounts paid between one and twenty-nine days of the due date, Licensee shall pay an additional \$100.00 processing fee in addition to the amounts prescribed above. For all amounts paid between thirty and sixty-one days of the due date, Licensee shall pay an additional \$150.00 processing fee in addition to the amounts prescribed above. Upon non-payment for sixty-two days and any day thereafter, the Licensor may, at its sole discretion, terminate this License in its entirety. Per the judgment of the Licensor, miscellaneous fees may be charged for additional requests.



5. LICENSE TO USE AND OCCUPY THE LICENSED SITE:

The Licenser hereby licenses Licensee to enter upon, and to erect and occupy seasonal buildings and other improvements on the Licensed Site for the purpose of engaging in lawful forms of outdoor recreation, but for no other purpose; Licensee shall not engage in any commercial activities on the Licensed Site, including receipt of compensation for guests staying there, and shall not engage in any use of the Licensed Site not specified herein without the prior written consent of the Licenser.

Unless otherwise provided in writing, neither the Licensed Site nor the camp thereon shall be used as a primary home or year-round residence.

Licensee will at all times during the term of this license observe and conform to all laws, ordinances, rules, and regulations made by any governmental authority and, applicable to said Licensed Site and/or any buildings and improvements thereon, the Property, or use thereof.

Licensee hereby acknowledges that the Licensed Site is natural undeveloped timberlands and forests, including timber, trails, brush, streams, etc. and Licensee, its assigns, guests or agents enter upon the Licensed Site at their own risk, assumes the risk and accepts the Licensed Site in its existing condition, with all faults and dangers, whether patent or latent. Licensee further acknowledges that the Licenser in no way warrants the condition of the Licensed Site nor assumes any responsibility or liability whatsoever to any person for any injury, including death, or property damage caused by or related to Licensee's use and occupancy of the Licensed Site and Licensee hereby agrees to indemnify, defend and hold the Licenser harmless against any and all claims, damages, losses, suits, liabilities fines, regulatory proceedings, fees and expenses of litigation or costs or any demands arising out of Licensee's use and occupancy of the Licensed Site.

6. ACCESS:

Licensee is permitted to use any private roads or access ways on Licenser's Property while traveling to and from said Licensed Site only for so long as such roads or access ways remain open and operable by the Licenser in its sole discretion, subject, however, to all of the restrictions and qualifications described in Paragraph 7.

Any rental payment received by the Licenser is for the use of the Licensed Site only and is not to be construed as providing Licensee with any greater rights of access over Licenser's Property than is provided to the general public.

All Licensees having Licensed Sites located within an organized road association are required to be members in good standing and to comply with any and all road maintenance fees, dues, or other fees assessed by the association.

7. CONDITIONS:

Licensee shall comply with each and every condition set forth below. Where the conditions here differ from the requirements of a governmental jurisdiction, the more restrictive shall apply. Licensee shall not construct or establish on the Licensed Site any building or other improvements without the prior written consent of the Licenser. Licensee has sole responsibility to obtain all necessary permits at its own cost and expense from any governmental authority to place, construct, or maintain any buildings or other improvements on the Licensed Site.

Licensee agrees to promptly provide Licenser copies of all governmental permits and permitting correspondence.

The Licenser shall, at any time and in its sole discretion, have the right to make reasonable changes or additions to these conditions, and any such changes or additions shall, upon written notice to Licensee, become a part of this License.

- A. **New Improvements:** Any new building, accessory structure, or other improvement constructed or placed upon the Licensed Site shall conform to all applicable laws and regulations, including any applicable subdivision permit requirements, and are subject to the approval process described in Paragraph 7C. Appropriate setback distances will be met; no new improvement shall be located within 100 feet of the normal high water line of any lake, pond, or stream, or within 50 feet from the traveled portion centerline of any roads.

New main buildings shall not exceed a maximum exterior footprint of 650 square feet (measurement to be the outside perimeter of the camp and including any porch, deck or addition). New buildings shall not exceed 1-1/2 stories. Any new accessory structure shall not exceed a maximum footprint of 120 square feet. No more than three accessory structures (separate from the main camp) shall be located on the Licensed Site. New carports, garages, metal storage containers, or shoreline boathouses are prohibited.

Unless prior approved by the Licenser, in writing, the construction of any buildings or other improvements on the Licensed Site shall be semi-permanent in nature, i.e., without a dug foundation. All buildings shall be of substantial construction and shall not be permanently faced with tar or roofing paper.

- B. **Existing Improvements:** Any previously approved building, structure, or other improvement existing on the date of execution of this License may remain, provided it meets all applicable laws and regulations or grand-fathering provisions thereof. Any renovation, reconstruction, or expansion of an existing improvement shall conform to all applicable laws and regulations, and be subject to the above standards for new improvements and the approval process described in Paragraph 7C.



- C. **Improvement Approval:** Licensee shall obtain written consent from the Licensor prior to any construction, reconstruction, or placement of permanent buildings or other improvements of any kind on the Licensed Site. The Licensor shall not give such consent until Licensee has supplied detailed improvement plans including the following:

- Statement of the intended use.
- Dimensioned sketches showing plan and vertical views of the proposed improvements.
- Dimensioned sketch showing proposed improvement location and setback distances with respect to lot lines, shoreline, wetlands, gray water and waste disposal features, water source, driveway and parking area, and existing improvements.

The Licensor shall approve the proposed improvement provided that it meets the above standards and otherwise meets, in the Licensor's sole judgment, these development criteria: (1) compatible with the natural surroundings; (2) unobtrusive on the landscape; (3) modest in size; (4) having low impact on the environment; and (5) not otherwise degrading special resource values. The Licensor may impose reasonable conditions on its approval of the proposed project in order to meet these criteria.

Once approval has been granted, the required permits must be obtained and a copy forwarded to the Licensor for their record keeping.

Failure to undertake the proposed actions in accordance with the approvals under this paragraph and all applicable laws and regulations shall constitute a default under this License.

- D. **Tent Use:** Tent platforms are viewed as permanent structures by regulatory authorities, and must meet setback and permit requirements.
- E. **Use of Mobile Accommodations:** Mobile homes and large motor homes/RVs shall not be used on the Licensed Site. Other mobile accommodation (small RV, travel trailer, truck camper, tent trailer) shall not be used as a camp or accessory structure, and any other use of same (interim use during camp construction, or short term use by Licensee guests) must meet regulatory requirements.
- F. **Sanitary Waste and Gray Water Disposal:** The construction, expansion, use, and maintenance of any sanitary waste facility or gray water system on the Licensed Site must comply with the Maine State Plumbing Codes under the jurisdiction of Maine Department of Health & Human Services, Division of Environmental Health. Any construction, reconstruction or placement of these must meet the approval and other requirements of paragraph 7C. Licensee must provide a copy of the wastewater design (HHE-200 form), which has been approved and inspected by the Local Plumbing Inspector.
Approval will not be granted for any new combined gray and black wastewater septic systems.
- G. **Water Supply:** Water use is intended to be non-pressurized either hand-carried or hand-pumped. Water Supply must comply with the specifications as outlined in the approved wastewater design (HHE-200 form) and/or in accordance with Maine State Plumbing Codes.
- H. **Road Construction / Maintenance:** Licensee shall not build any road, driveway or associated parking area without the prior written consent of the Licensor. Construction shall be at Licensee's expense and comply with the Licensor's insurance requirements.

If the Licensed Site is accessible by automobile, Licensee must provide an on-lot or off-lot parking area in a manner to avoid obstruction of any road open to travel.

Road maintenance (including snow plowing) by the Licensor will be performed only as necessary for the Licensor's business operations. Maintenance of any road solely for the benefit of Licensee is not implied and should not under any circumstances be expected. However, when the Licensor ceases to maintain a road necessary for Licensee's access to the Licensed Site, Licensee may maintain said road after obtaining written permission of the Licensor and complying with the necessary insurance requirements.

- I. **Road Use:** The Licensor retains the right to close, lock, or otherwise restrict access along, through or over roads, gates, or rights of way under its control at any time or for any purpose deemed necessary by the Licensor, including periods of saturated road conditions, high fire danger, or when business operations make traveling hazardous in the opinion of the Licensor.



- J. Gates: No gate shall be installed without prior written consent of the Licensor, and under no circumstances shall cables or chains be used to restrict access. Any consented gate will be erected at Licensee expense and both gate design and locks and keys must conform to the Licensor's standards. Gates must be maintained to be operational, secured open or closed and visible to traffic.

Except for the above provision, Licensee shall not restrict passage over existing roads or rights of way by any means, including locking, closing, or erecting barriers.

- K. Utilities: The expansion of public utility systems into areas not currently serviced will not be allowed. Any additional connections to nearby existing systems must be approved in writing by the Licensor and will be at Licensee's sole cost and expense.

- L. Housekeeping: Licensee shall maintain all buildings and other improvements located on the Licensed Site during the term of this License in sound, safe and proper order. Failure to maintain the Licensed Site to acceptable standards of neatness and cleanliness, in the sole judgment of the Licensor, shall constitute a default under this License.

Licensee shall dispose of all garbage, trash, and other solid waste by removing all such material from the property and depositing same at an approved facility maintained for such purpose at sole cost to Licensee. Notwithstanding any prior practice, positively no disposal shall take place on or in any land or waters of the Licensor or neighboring landowners.

Any building materials shall be stored in an orderly fashion. Only those materials needed for work in progress or ongoing maintenance shall be stored on the Licensed Site. When work is completed, materials and construction debris shall be removed in a timely manner.

No unregistered vehicles shall be stored on the Licensed Site or any other Property of the Licensor. Any unauthorized vehicle shall be removed at the expense of Licensee.

- M. Hazardous Materials: Licensee shall not bring or maintain combustible, hazardous, or toxic materials on the Licensed Site or Property except limited amounts of those materials commonly used for ordinary household purposes or recreational activities. Licensee shall take all necessary precautions and actions to ensure that all materials are stored, used and disposed of in a lawful manner and in a way to preclude any discharge, leakage or spillage. Licensee is allowed to store up to 100 gallons of propane in an above-ground propane tank. In no case shall any other quantities of hazardous material exceed a total volume of 20 gallons. When not in use, all materials must be stored in a secure location under the control of the Licensee. Should any discharge, leakage, spillage, emission, or pollution of any type (collectively "contamination") occur upon or under the Licensor's Property due to Licensee's use of the Licensed Site, Licensee shall immediately notify the Licensor, and, at Licensee's expense, shall clean any such contamination to the satisfaction of the Licensor and any governmental body having jurisdiction thereof. Licensee shall further be responsible for, and will indemnify the Licensor against all fines, suits, liabilities, losses, clean-up costs, damages, regulatory proceedings, claims, etc. (including attorneys' fees and costs) incurred by the Licensor as a result of any such contamination.

- N. Landscaping: Licensee shall not cut, use or remove any timber, trees, wood or other forest products on the Licensed Site or Property for any purpose (including firewood) without prior written permission. Licensor approval is required preceding any clearing activity done in accordance with an approved building permit. Licensee shall take all reasonable precautions to prevent unauthorized persons from doing any cutting or destruction of live trees or other plant growth on the Licensed Site or Property. Debris from authorized cutting shall not be piled off lot or within 100 feet of any water body. Removal of dead or hazardous problem trees from the Licensed Site shall be coordinated with the Licensor's representative and accomplished at Licensee's expense.

Any earth or soil removal, addition, relocation or disturbance by any means is prohibited without permission of the Licensor. State laws strictly regulate any shoreline alteration or improvements such as docks, piers, beaches, dredging or filling that could affect water quality or wildlife habitat. Licensee shall not make such alterations or improvements without obtaining the Licensor's permission and complying with said laws.

No fences are allowed without approval of the Licensor.

- O. Fish and Game Laws: Licensee shall fully comply with all State rules and regulations dealing with fishing and wildlife. The Licensor requires cooperation with Maine Department of Inland Fisheries and Wildlife Wardens in the enforcement of public safety and the protection of resources.

- P. Fire Prevention: All chimneys shall be equipped with adequate spark arrestors. The opening of any chimney shall be at least 3 feet horizontally and 10 feet vertically from any overhanging tree.

Outdoor fires are permitted only in full compliance with applicable state and local laws and regulations. No incinerators shall be permitted on Licensed Site.



- Q. **Fire and Vandalism:** Licensee shall use every precaution to prevent damage to the timber, trees, wood and other forest products on the Licensed Site and Property from fire, vandalism, or malicious mischief. Licensee shall take all reasonable action to suppress any fire, which occurs on the Licensed Site and Property and shall immediately report fire or other damage to the Licensor and appropriate authorities.

Licensee shall be liable to the Licensor for any damages incurred by the Licensor as a result of any fire caused by Licensee.

- R. **Firewood:** Licensee can utilize dead and down timber located on the Licensed Site solely for use as fuel wood on the Licensed Site. A salvage firewood permit dealing with dead and down trees or logging yard waste located on other Licensor Property may be obtained from the Licensor's Licensing Representative.
- S. **Restricted Use of Licensed Site and Property:** Licensee shall not hunt on any part of the Property where logging or other forestry operations are in progress. Licensee shall not use snowmobiles on any plowed roads or tree plantations located on the Property.

ATV's may only be used on designated trails. Exceptions are allowed only with written consent from the Licensor. Operation shall be in a safe manner, applicable to governmental laws or restrictions. Such use shall be considerate of other resource values and other Licensees.

Licensee shall not interfere with logging or other forestry operations on the Property by, for example, blocking roads with vehicles or causing damage to roads by driving over them during adverse climactic conditions. Licensee shall not interfere or meddle with any of the Licensor's property, including, but not limited to, any marketable cut wood fiber, logging equipment, dams, boats, tools, signs, notices, gates and locks, utility lines, communication towers, or other property of the Licensor or its agents, employees, contractors or licensees, whether on the Licensed Site Property, and Licensee shall prevent such interference by any invitees, guests, employees or agents of Licensee.

Licensee shall be liable for all damage caused by Licensee to the Licensed Site, Property, the Licensor's other real and personal property and its operations. Licensee shall reimburse the Licensor for the costs and losses associated with any such damage or interference.

Monumentation indicating boundaries of the Licensed Site shall not be disturbed in any way.

- T. **Nuisance Behavior:** Licensee shall not engage in any noxious, dangerous, or offensive activity or any activity that may be or result in a nuisance to other persons lawfully present on Property of the Licensor, or any activity that may result in a diminution in the value of the Licensor's Property.

- U. **Right to Pass:** The rights granted pursuant to this License shall not in any way affect the right of the Licensor to enter upon, use and enjoy the Licensed Site at any and all times for any business purpose, including forestry, land management, timber harvesting, road construction, maintenance and the like. The Licensor shall have the right to enter upon the Licensed Site, the buildings, and/or other improvements located thereon for any purpose, including inspection of the Licensed Site, buildings and/or other improvements or in the event of an emergency.

8. **ENCUMBRANCES:**

Licensee shall not at any time mortgage or otherwise encumber the Licensed Site. However, nothing contained herein shall prevent Licensee from giving a mortgage on buildings and improvements erected by Licensee; provided however, that under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the Licensor hereunder, particularly with reference to termination of this License and regaining possession of the Licensed Site upon termination. Any mortgagee or creditor of Licensee shall be limited to the same rights of Licensee, which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance.

9. **WORKING FOREST:**

LICENSEE hereby acknowledges as follows:

- A. That LICENSOR is engaged in land management for a variety of commercial and recreational business purposes (collectively "Working Forest Projects") including, but not limited to:
- Commercial growing and harvesting of wood fiber from its timberlands ("Commercial Forest Management Projects"), including those timberlands adjacent to the Licensed Site
 - Electrical Wind Turbine Generator Projects
 - Electrical Transmission Line Projects,
 - Communication Tower Projects,
 - Blueberry Farm Projects
 - Sugarbush Farm Projects



14. HOLD HARMLESS AND INDEMNIFICATION:

Licensee shall indemnify, hold harmless, defend and reimburse the Licensors from and against any and all claims, actions, suits, damages, liabilities, costs or expenses, including reasonable attorneys' fees, or any kind of nature whatsoever on account of injuries to or death of any person or damage to property arising out of any act or omission of Licensee in its use of the Licensed Site and Property.

15. CONDEMNATION:

If at any time during the term of this License, the Licensed Site shall be taken or condemned by any authority having the power of eminent domain, this License shall terminate and Licensee shall thereupon be relieved of further performance hereunder. If a material part, but not all of said property, shall be so taken or condemned, Licensee shall have the option to surrender this License and be relieved of further performance hereunder, or Licensee may elect to remain in possession of the remaining portion of the Licensed Site, in which event the fixed rent herein provided shall continue to be paid by Licensee in an undiminished amount. Licensee shall have the right to assert a claim against said condemning authority for loss of any of Licensee's improvements caused by said taking, but Licensee shall have no claim for damages for loss of Licensee's interest in the Licensed Site, and except for such loss of improvements, Licensee shall have no claim against any award to the Licensors made as a result of any such taking.

16. NOTICES AND PAYMENT:

Any notice required to be given hereunder shall be either mailed, certified mail return receipt requested, or personally delivered, via U.S. mail, postage prepaid, to the Licensee or the Licensors at their respective addresses listed on page 1 of this License. Notice shall be deemed given on the day it is mailed. Payment of fees shall be made by check or money order to the Licensors and shall be delivered to or mailed by regular first class mail to the Licensors' address set forth on page 1 of this License.

17. DOCUMENTATION:

This License (or a memorandum thereof) may not be recorded by Licensee. In the event that this License (or a memorandum thereof) is recorded by Licensee, the Licensors may at its option, terminate this License and cancel any such documents of record relating thereto, and Licensee hereby grants the Licensors permission to act as Licensee's attorney-in-fact for such purpose in such event.

18. INSURANCE:

In the event the Licensors shall so require in writing, Licensee shall take out and maintain during the term of this License, automobile, personal injury and property damage liability insurance covering its use of the Licensed Site and the use of vehicles on the Licensed Site and Property, and the enjoyment of all the rights in and to the Licensed Site granted in this License in an amount satisfactory to the Licensors. Certificates indicating the amount of such coverage shall be presented to the Licensors within thirty (30) days of any such request and shall provide at least thirty (30) days written notice to the Licensors in the event of cancellation, termination or other material change in the scope of such insurance coverage. Such policies of insurance shall name the Licensors as an additional insured.

19. NO WARRANTIES:

The Licensors hereby makes no express or implied warranties to Licensee as to the Licensors' right, title or interest in the Licensed Site, and Property or as to the adaptability or suitability of the Licensed Site for the uses set forth herein.

20. ENTIRE AGREEMENT:

This License supersedes any and all prior oral and written agreements between the parties with respect to the subject matter hereof. Any modification or addition to this License shall be in writing and duly executed by the parties hereto.

21. MISCELLANEOUS:

All of the above respective covenants, obligations, representations, warranties and indemnities of the parties hereto shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto and shall continue in full force and effect for the duration of this License and, where applicable, shall survive the termination of this License.

22. NON WAIVER OF RIGHTS:

The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this License, or to take advantage of any right hereunder, shall not be construed as a waiver of any such provision nor the relinquishment of any such rights, but the same shall continue and remain in full force and effect.

-----FOLLOWING SIGNATURE PAGE-----



- Campgrounds
 - Environmental Research Projects
- B. That Commercial Forest Management Projects involve activities such as road and trail building, surveying, inventorying, pre-commercial thinning, spraying of both herbicides and insecticides, fertilization and commercial harvesting operations;
- C. That Commercial Forest Management Projects may involve the use of equipment including, without limitation, skidders, graders, trucks, bulldozers, airplanes, helicopters, mechanical harvesters, delimbers, slashers, loaders and chainsaws;
- D. That Commercial Forest Management Projects may include visual, noise and aesthetic impacts;
- E. That Electrical Wind Turbine Generator Projects involve the construction of wind turbine generators ("WTGs"), towers, transmission lines and related equipment and facilities;
- F. That Electrical Wind Turbine Generator Projects activities may include audio, sound, visual, light, vibration, electromagnetic, shadow, shadow flicker, weather hazard and aesthetic impacts exceeding otherwise applicable federal, state, local or other maximum levels and limits applicable to locations on the Licensed Site; and
- G. That Working Forest Projects may involve the use of Property road and/or trail networks serving the Licensed Site.

LICENSEE, in recognition of all existing, and any and all future Working Forest Projects, hereby consents to such Working Forest Project activities and in particular any audio, sound, visual, light, vibration, electromagnetic, shadow, shadow flicker, weather hazard and aesthetic impacts related thereto, and hereby covenants that LICENSEE will not, in any manner, interfere with or publicly oppose LICENSOR's activities on Property of the LICENSOR.

10. TRANSFERS AND ASSIGNMENTS:

Licensee shall not transfer, assign or otherwise encumber this License or any rights arising hereunder without the prior written consent of the Licensor. In approving any assignments or transfers hereunder, Licensee shall pay Licensor a Transfer Fee of \$250.00.

The Licensor may transfer or assign this License Agreement at any time for any reason.

11. TERMINATION WITHOUT CAUSE:

Licensor reserves the right to terminate this License, for any reason and without cause, upon providing Licensee 60 days written notice. In the event of termination without cause, Licensor shall refund such portion of the current payment relative to the amount of time still remaining for said paid period.

12. DEFAULT/TERMINATION FOR CAUSE:

If Licensee shall fail to pay the rent as provided herein, or shall fail to pay all taxes, charges and assessments as provided herein, or shall fail to comply with any of the conditions or regulations of this License or any subsequent reasonable changes in or additions to said regulations imposed pursuant to Paragraph 7 hereof, the Licensor need not make demand of the actual rent due and shall have the right at its option at any time thereafter to terminate this License, and re-enter and take possession of the Licensed Site after giving (30) days advance notice in writing to Licensee. If, during said thirty (30) day period, after receipt of notice of termination from the Licensor, Licensee shall cure any default, then the notice to terminate shall automatically be vacated and the License shall remain in full force and effect. Such right of termination shall be in addition to any other rights or remedies which the Licensor may have at law. No waiver by the Licensor of any default shall operate as a waiver of any other default or of the same default on a future occasion. In the event of a termination for cause, Licensor shall not be liable to refund Licensee any payments made by Licensee.

13. OWNERSHIP OF BUILDING AND OTHER IMPROVEMENTS:

Any buildings improvements and personal property located on the Licensed Site by Licensee during the term of this License shall become the property of the Licensor upon termination of this License unless removed by Licensee no later than sixty (60) days following termination of this License.

If Licensee removes any buildings or improvements on the Licensed Site, Licensee shall restore the Licensed Site to a condition satisfactory to the Licensor, or the Licensor may restore the Licensed Site to a satisfactory condition and Licensee shall reimburse the Licensor for any costs associated with such restoration.

If Licensee does not remove any buildings, improvements or personal property located on the Licensed Site within said sixty (60) day period, Licensor shall have the option to remove the buildings, improvements and personal property and Licensee shall reimburse the Licensor for any costs associated with such removals.



The parties hereto set their hands as of the day and year first above written

License No. ME-0900627-SL

BBC LAND, LLC
A Colorado Limited Liability Company

By: _____
It's Authorized Agent

LICENSEE: Heather Mood

By: _____

Name: _____

