

1 **LAND MATTERS - CROWN LAND**

2 RES Canada has obtained Applicant of Record ("AOR") status for 88 Ministry of Natural
3 Resources ("MNR") grid cells within the project boundary in respect of the Greenwich
4 Windfarm. The grid cells are divided into two separate sections.

5 For each of the two sections, RES Canada has received confirmation of AOR status
6 from the MNR, identified as WP-2006-01 and WP-2006-28. The two letters confirming
7 RES Canada's AOR status are attached as Exhibit G, Tab 2, Schedules 1 and 2.

8 Pursuant to MNR Procedure PL 4.10.04 – Windpower Site Release and Development
9 Review – Crown Land (the "Procedure"), land tenure can only be applied for once the
10 environmental assessment process has been completed, and will generally take the
11 form of a 25-year Crown Lease. Greenwich Windfarm, LP, as the owner and operator of
12 Greenwich Windfarm, will comply with the Procedure and follow the steps set out
13 therein to obtain Crown Leases once an environmental Statement of Completion has
14 been issued for Greenwich Windfarm (see Exhibit H, Tab 1, Schedule 1 for a
15 description of that process).

16 For lands required for the Greenwich Windfarm Transmission Line that are not located
17 within the grid cells described above and thus not subject to a Crown Lease, Greenwich
18 Windfarm, LP relies on section 6.2 of the Procedure, which states that separate tenure
19 documents in the form of land use permits or easements will be issued for any
20 infrastructure that falls outside the leased area.



August 23, 2006

Peter Clibbon
Renewable Energy Systems Can. LTD
4443 rue do Mentana
Montreal, QC H2J 3B4

Dear Mr. Clibbon;

Subject: Wind Power Application #WP-2006-01
~~Greenwich Lake Area, Thunder Bay District~~
Greenwich Lake Area, Thunder Bay District

Please be advised that you have been selected as the Applicant of Record for the above noted site. Your Applicant of Record status will become official seven (7) days from the date of this letter.

This Applicant of Record status follows two phases, phase one provides the opportunity for you to test for wind power to determine the viability of developing a wind farm on the lands (as shown on the attached sketch and list of wind power grid cells). Phase two provides you with the opportunity to apply for the necessary approvals and proceed through the environmental assessment requirements to construct and operate a wind farm on the lands (as shown on the attached sketch and list of wind power grid cells). The opportunity under phase two is contingent upon you meeting the necessary requirements and timelines outlined in phase one.

There are no rights or tenure associated with this Applicant of Record status. In addition, this Applicant of Record status does not provide the right to make any alterations or improvements on the lands. Your Applicant of Record status is not transferable and applies only to you as the successful applicant. You will be considered the Applicant of Record from the date your Applicant of Record status becomes official until a Crown Lease is issued or your Applicant of Record status is surrendered or revoked due to failure to meet prescribed timelines or other requirements as outlined below.

As the Applicant of Record you are required to complete all federal, provincial, municipal and environmental assessment requirements prior to any authorizations or approvals being issued.

The following is an outline of the timelines, requirements and conditions of this Applicant of Record status. Failure to meet any of these timelines, requirements or conditions may result in your Applicant of Record status being reviewed by the MNR's Thunder Bay district office and this opportunity being revoked, if deemed appropriate.

Phase One - Wind Power Testing

As the Applicant of Record for this site you must submit an annual report showing that you are proceeding as per the schedule outlined in your testing proposal which was submitted to the District Manager on August 4, 2006, or any subsequent amendments thereto.

In order to proceed to Applicant of Record status for phase 2 you must provide the District Manager with your decision to proceed or not with development of a wind farm. This decision must be received within three (3) months of completion of wind power testing as set out in the testing proposal and within three years of the date your Applicant of Record status for phase 1 became official.

Phase Two - Development of a Wind Farm

As the Applicant of Record, you must, within sixty (60) days of providing your decision to proceed with development of a wind farm, set up a meeting with staff at the Thunder Bay MNR District Office. The purpose of the meeting will be to discuss the project and to design a coordinated approach to meet all federal, provincial, municipal and environmental assessment requirements. You are required to submit an initial plan of development to me ten (10) days prior to the scheduled date of this meeting.

The initial plan of development (POD) must at a minimum contain the information set out in Appendix A to this letter.

In order to keep your Applicant of Record, in good standing you must:

1. Publish a Notice of Commencement under the *Ontario Environmental Assessment Act* within nine (9) months of the date of your decision to develop a wind farm.
2. Provide a draft of the Environmental Review Report and the current draft of the POD to the District Manager sixty (60) days before the Notice of Completion of Environmental Review Report is published
3. Within twenty-four (24) months from the date you issue your Notice of Commencement:
 - complete your environmental assessment requirements;
 - submit your final plan of development to the District Manager; and
 - apply for a Crown Lease.

Your contact at the local MNR District Office is Colin Hovi, who can be reached at: (807) 475-1175.

Yours sincerely,



W.D. Baker
District Manager
Thunder Bay District
Ontario Ministry of Natural Resources

cc. Colin Hovi, OMNR

Attachments

APPENDIX A

1. Project Summary including details of project size, location, expected output, type of equipment, wind data, transmission connection plan, environmental issues, permit status, financing, construction schedule and current status.
2. Confirmation of financial viability of the company, usually in the form of a letter from the lender or financial backer.
3. Overview of wind resource (testing) program and power and energy summary;
4. Required Permits and Approvals must be identified along with a schedule for procurement;
5. If Available - Site Access Agreements: including wind rights (wind easements on adjacent private lands), road access rights, transmission corridor access rights, surface mining rights, and resource harvesting rights (timber, trapping and commercial fishing).



Ministry of
Natural Resources

Ministère des
Richesses naturelles

Thunder Bay District Office
435 South James St.
Thunder Bay, ON P7E 6S8

April 11th, 2007

Peter Clibbon
Renewable Energy Systems Canada Inc
1124 rue Marie-Anne Est, Suite 23
Montréal, QC H2J 2B7

Dear Mr. Clibbon;

Subject: Wind Power Application #WP-2006-28
~~Applicant of Record Status - Phase One~~
Greenwich Lake Area, Thunder Bay District

Please be advised that you have been selected as the Applicant of Record for the above noted site. Your Applicant of Record status will become official seven (7) days from the date of this letter.

This Applicant of Record status follows two phases, phase one provides the opportunity for you to test for wind power to determine the viability of developing a wind farm on the lands (as shown on the attached sketch and list of wind power grid cells). Phase two provides you with the opportunity to apply for the necessary approvals and proceed through the environmental assessment requirements to construct and operate a wind farm on the lands (as shown on the attached sketch and list of wind power grid cells). The opportunity under phase two is contingent upon you meeting the necessary requirements and timelines outlined in phase one.

There are no rights or tenure associated with this Applicant of Record status. In addition, this Applicant of Record status does not provide the right to make any alterations or improvements on the lands. Your Applicant of Record status is not transferable and applies only to you as the successful applicant. You will be considered the Applicant of Record from the date your Applicant of Record status becomes official until a Crown Lease is issued or your Applicant of Record status is surrendered or revoked due to failure to meet prescribed timelines or other requirements as outlined below.

As the Applicant of Record you are required to complete all federal, provincial, municipal and environmental assessment requirements prior to any authorizations or approvals being issued.

The following is an outline of the timelines, requirements and conditions of this Applicant of Record status. Failure to meet any of these timelines, requirements or conditions may result in your Applicant of Record status being reviewed by the MNR's Thunder Bay district office and this opportunity being revoked, if deemed appropriate.

Phase One - Wind Power Testing

As the Applicant of Record for this site you must submit an annual report showing that you are proceeding as per the schedule outlined in your testing proposal which was submitted to the District Manager on **August 4, 2006** for application WP-2006-01, or any subsequent amendments thereto.

In order to proceed to Applicant of Record status for phase 2 you must provide the District Manager with your decision to proceed or not with development of a wind farm. This decision must be received within three (3) months of completion of wind power testing as set out in the testing proposal and within three years of the date your Applicant of Record status for phase 1 became official.

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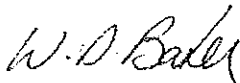
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1. Publish a Notice of Commencement under the *Ontario Environmental Assessment Act* within nine (9) months of the date of your decision to develop a wind farm.
2. Provide a draft of the Environmental Review Report and the current draft of the POD to the District Manager sixty (60) days before the Notice of Completion of Environmental Review Report is published
3. Within twenty-four (24) months from the date you issue your Notice of Commencement:
 - complete your environmental assessment requirements;
 - submit your final plan of development to the District Manager; and
 - apply for a Crown Lease.

Your contact at the local MNR District Office is **Colin Hovi**, who can be reached at: (807) 475-1175.

Yours sincerely,



W.D. Baker
District Manager
Thunder Bay District
Ontario Ministry of Natural Resources

cc. Colin Hovi, OMNR

Attachments

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2. Confirmation of financial viability of the company, usually in the form of a letter from the lender or financial backer.
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5. If Available - Site Access Agreements: including wind rights (wind easements on adjacent private lands), road access rights, transmission corridor access rights, surface mining rights, and resource harvesting rights (timber, trapping and commercial fishing).



Thunder Bay District
Ontario Government Building
Suite B001, 435 James Street South
Thunder Bay, Ontario P7E 6S8

Ministry of
Natural Resources

Ministère des
Richesses naturelles

Tel: (807)475-1471
Fax: (807)475-1527

Nicolas Muszynski
Development Manager - Directeur du développement
Renewable Energy Systems - Systèmes d'énergies renouvelables
1124 rue Marie-Anne Est,
Suite 23
Montreal, Quebec H2J 2B7

October 16, 2008

Dear Sirs;

This will acknowledge that Renewable Energy Systems is the current Applicant of Record for applications WP 2006 01 and 2006 28. This will also confirm that commercial power generation is a permitted use on crown lands within the areas of Spruce Current G2622 and Rural G2625 which are within the area under application.

The file remains under active consideration and pending completion of Environmental Assessment requirements the applicant will be eligible to apply for various permits and land use authorizations to proceed with the project.

Yours truly,

A handwritten signature in black ink, appearing to read "Jim Cameron".

Jim Cameron
District Planner
Thunder Bay District
435 James Street South
P7E 6S7
Tel: 807 475 1457
Fax 807 575 1527

Cc Renewable Energy Section - Peterborough

WHEREAS attached hereto as Schedule "D" is an easement, signed by the Owner, setting forth the rights and privileges necessary or desirable to permit the existence and convenient operation of the Transmission Facilities in the Transmission Corridor (the "**Transmission Facilities Easement**"), with capitalized but undefined terms used in this Agreement having the meanings herein as are ascribed to them in the Transmission Facilities Easement;

WHEREAS the Owner wishes to grant to the Company an exclusive option to release and deliver the Transmission Facilities Easement on the terms and conditions set forth in this Option;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby irrevocably and unconditionally acknowledged by the Owner, the Owner covenants with and in favour of the Company:

ARTICLE 1 **OPTION**

1.1 **Grant of Option to Lease**

The Owner hereby grants the Company the exclusive option to acquire the Rights pursuant to the Transmission Facilities Easement, which may be exercised as hereinafter provided at any time during the term of this Agreement (the "**Option**").

ARTICLE 2 **TERM AND TERMINATION**

2.1 **Term**

This Agreement shall have a term of seven (7) years commencing on the date hereof (the "**Term**").

2.2 **Termination**

This Agreement shall terminate automatically upon the release of the Transmission Facilities Easement pursuant to the exercise of the Option.

ARTICLE 3 **COMPENSATION**

3.1 **Signing Fee**

The Owner acknowledges that, as consideration for the Option and other rights granted to the Company in this Agreement, the Company is paying to the Owner, upon the execution and delivery of this Agreement by the Owner to the Company, the sum of **FIVE HUNDRED DOLLARS (\$500)**.

ARTICLE 4
COMPETITIVE ACTIVITIES

4.1 Restrictions During the Term of this Agreement

During the term of this Agreement, the Owner shall: (i) not encumber, permit to be encumbered, or otherwise deal with the Owner's Lands in any manner that would prevent or hinder the Transmission Facilities Easement from becoming effective upon the exercise of this Option or that would render the Transmission Facilities Easement subordinate to any encumbrance other than a Permitted Encumbrance; (ii) comply with and observe all of the applicable obligations set forth on the part of the Owner under the Transmission Facilities Easement, in each case as if the Option has already been exercised and the Transmission Facilities Easement was already binding on the Owner; and (iii) not grant any other easements or similar rights within the Transmission Corridor, it being the intent that this Agreement and the Transmission Facilities Easement shall, unless this Agreement expires without the Option being exercised, together constitute the sole and exclusive rights for the transmission of electric power within the Transmission Corridor.

4.2 Injunction and Specific Performance

The Owner acknowledges that the Company will suffer irreparable harm in the event of a breach of any of the obligations owed to the Company hereunder after the installation of the Transmission Facilities in the Transmission Corridor. Notwithstanding the provisions of Section 10.2 of this Agreement, the Company shall, accordingly, but without limiting its rights hereunder or at law, be entitled to mandatory injunctive relief and/or a decree of specific performance in respect of any breach by the Owner of its obligations hereunder.

ARTICLE 5
EXERCISE OF THE OPTION

5.1 Transmission Facilities Easement Pre-Signed

The Owner acknowledges having fully executed and delivered to the Company copies of the Transmission Facilities Easement, to be held by the Company in escrow pending the exercise of the Option by the Company. For greater certainty, the Owner acknowledges that, by entering into this Agreement and by having delivered a signed Transmission Facilities Easement to the Owner, the Owner is satisfied with the terms of the Transmission Facilities Easement and that there will be no further negotiation of the terms of the Transmission Facilities Easement, whether in the nature of business terms or strictly legal terms (or any combination thereof).

5.2 Exercise of the Option

The Company may exercise the Option at any time during the term of this Agreement by giving a written notice to the Owner of such exercise. Forthwith upon the delivery of such written notice by the Company, the signed Transmission Facilities Easement already in

the Company's possession shall be deemed automatically released from escrow without any further formality on the part of the Company or the Owner.

5.3 Formalization of the Option

The Company may, at any time after having exercised the Option as aforesaid: (i) effect, as attorney for the Owner, such clerical particularisation (including, without limitation, the preparation of reference plans and the compilation of legal descriptions) that may be necessary or desirable to ensure that the Transmission Facilities Easement correctly identifies the details of the Owner, the Owner's Lands, and the compensation called for under the Transmission Facilities Easement; and (ii) effect any notarization, commissioning, registration or like processes as may be necessary or desirable to perfect its interest in the Rights.

**ARTICLE 6
SALE OF THE PROPERTY**

6.1 Registration

This Agreement or a notice thereof may, at the option of the Company only, be registered by the Company on title to the Owner's Land in any manner that the Company deems appropriate in order to best secure the Rights. In order to effect the foregoing, but without limiting the generality of the foregoing, the Owner hereby: (i) covenants to execute, at the Company's expense, any and all documentation prepared by the Company in order to effect and maintain such registrations and filings; (ii) grants to the Company a power of attorney (which power is coupled with an interest and expressly intended to survive the death, dissolution or bankruptcy of the Owner) to execute and deliver all such documentation for and on behalf of the Owner; and (iii) irrevocably authorizes and directs any solicitors acting for the Company to electronically register on title to the Owner's Land, for and on behalf of the Owner, all such registrations and filings, with the execution of this Agreement by the Owner being such solicitors' good and sufficient authority for so doing.

6.2 Assumption by New Owners

In the event of a sale or other disposition of all or part of the Owner's Lands, and whether or not the Company shall have registered this Agreement or a notice thereof against title to the Owner's Lands, the Owner shall advise each acquirer any part of the Owner's Lands of the existence and terms of this Agreement. The Owner further undertakes to cause each acquirer of all or part of the Property to enter into an agreement, directly with the Company, to respect each and every obligation of the Owner set forth herein.

**ARTICLE 7
NOTICE**

7.1 Addresses for Notice

All notices pursuant to this Agreement shall be in writing and shall be sent only by the following methods: personal delivery; certified mail (return-receipt requested, postage

prepaid) or delivery by a national, overnight courier service which keeps records of deliveries. For purposes of giving notice hereunder, the respective addresses of the parties are, until changed as hereinafter provided, the following:

Owner	Company
_____	300 Léo-Pariseau, Suite 2516. Montreal,
_____	Quebec, Canada, H2X 4B3

Any party may change its address at any time by giving written notice of such change to the other party in the manner provided herein. All notices shall be deemed given on the date of personal delivery or, if mailed by certified mail, on the delivery date or attempted delivery date shown on the return-receipt.

ARTICLE 8 **SUCCESSORS AND ASSIGNS**

8.1 Assignment

The Company shall have the right to freely assign this Agreement, in whole or in part, and all of the rights and benefits to be derived hereunder, without the consent of the Owner.

8.2 Enurement

This Agreement shall enure to the benefit of the Company and its successors and assigns, and be binding upon the Owner, and his or her heirs, successors and assigns.

ARTICLE 9 **CONFIDENTIALITY**

9.1 Confidential Information

The Owner shall use its best efforts to keep the terms of this Agreement and of the Transmission Facilities Easement (the "**Information**") confidential. The Owner shall not directly or indirectly disclose, allow access to, transmit or transfer the Information to a third party without Company's prior written consent except to its employees and professional advisors or unless required to do so by law. Prior to disclosing the Information to any of its employees or professional advisors, the Owner shall issue appropriate instructions to them to satisfy its obligations herein and obtain their agreement to receive and use the Information on a confidential basis on the same conditions as contained in this Agreement. The Owner shall be liable for any loss or damage caused to the Company resulting from unauthorized disclosure of the Information. The foregoing confidentiality covenants shall survive for a period of five (5) years following the expiry or sooner termination of this Agreement.

ARTICLE 10
MISCELLANEOUS

10.1 **Further Assurances**

The parties shall execute such other documents and shall take such acts as are reasonably necessary or required to give effect to this Agreement. Without limiting the generality of the foregoing, the Owner agrees to cooperate with the Company and to sign any documents or instruments which may be necessary to obtain any necessary land use, subdivision and *Planning Act* approvals in connection with the Transmission Facilities Easement and this Agreement, provided that the Company shall bear all costs and expenses actually incurred in connection with any such approvals.

10.2 **Arbitration**

Any and all controversies, questions, claims, issues or other disputes arising out of or relating in any way whatsoever to this Agreement including, without limitation, issues concerning the validity, application or interpretation of this Agreement and the parties' rights and obligations hereunder, shall be referred to the final and binding arbitration of a single arbitrator, if the parties agree upon one; otherwise to three arbitrators, one appointed by each party and a third to be chosen by the first two. For greater certainty, no recourse may be made by either party to any court or tribunal, whether federal or provincial, in respect of any matter whatsoever relating to this Agreement including, without limitation, any dispute, any arbitration initiated to resolve a dispute, and any arbitration award made in relation to a dispute. To the extent possible, the arbitrator or arbitrators shall conduct an oral hearing within fifty (50) kilometres of the Windfarm Zone and the oral hearing shall be completed within one (1) day. To the extent not inconsistent herewith, all arbitrations under this Agreement shall be governed by the *Arbitration Act*, 1991, S.O. 1991, c. 17, as amended.

10.3 **Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein and references herein to "Dollars" shall mean the lawful currency of Canada.

IN WITNESS WHEREOF, the Owner has executed this Agreement in favour of the Company as of the first date written above.

OWNER: _____

By: _____

Name: _____

Title: _____

(if co-owned by Spouse)

OWNER: _____

By: _____

Name: _____

Title: _____

**SCHEDULE A
OWNER'S LANDS
(SERVIENT TENEMENT)**

**SCHEDULE C
DRAWING SHOWING LOCATION AND AREA OF TRANSMISSION FACILITIES
WITHIN THE OWNER'S LANDS**

(TRANSMISSION CORRIDOR)

SCHEDULE D

TRANSMISSION FACILITIES EASEMENT

THIS EASEMENT made as of the day of , 2008.

BY:

(hereinafter referred to as the "**Owner**")

OF THE FIRST PART,

TO AND IN FAVOUR OF:

RENEWABLE ENERGY SYSTEMS CANADA INC.,
(hereinafter referred to as the "**Company**")

OF THE SECOND PART.

WHEREAS the Owner is the owner in fee simple of the lands and premises in the Municipality of Dorion more particularly described in Schedule "A" attached hereto (the "**Owner's Lands**"); and

WHEREAS the Company, as tenant, has leased certain real Crown Land property located in the Municipality of Dorion and in Unorganised Territory, all as more particularly described in the box in red in Schedule "B" hereto annexed (collectively, the "**Wind Farm Lands**") for purposes including, without limitation, developing, operating and maintaining a wind farm (the "**Wind Farm**"); and

WHEREAS the Company has erected, or is about to erect: (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy (including, without limitation, high-voltage electrical energy) and/or for communications purposes, and all foundations, footings, crossarms, other appliances, equipment and fixtures for use in connection with such towers, wires and cables; and (b) one or more interconnection stations and/or switching facilities from which the Company and/or others that generate energy (whether on the Wind Farm Lands or elsewhere) may interconnect to a utility transmission system or the transmission system of a purchaser of electrical energy (the works described in (a), and (b) above are hereinafter collectively referred to as the "**Transmission Facilities**"), together with any access roads required to reach such interconnection/switching facilities from a public highway; and

WHEREAS the Transmission Facilities (or parts thereof) may be situate on, in, or pass through, under, over, across, along and upon those portions of the Owner's Lands shown cross-hatched in the drawing attached hereto as Schedule "C" (the "**Transmission Corridor**");

WHEREAS the Owner and the Company are entering into this Easement to procure for the Company the rights and privileges necessary or desirable to permit the existence and convenient operation of the Transmission Facilities in the Transmission Corridor, all on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Easement and the amount paid by the Company to the Owner hereunder, and for good and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. **Grant:**

The Owner hereby grants and conveys to the Company and its successors and assigns, free from all encumbrances other than Permitted Encumbrances (as hereinafter defined), the unobstructed and exclusive permanent rights, easements, rights-of-way, covenants, agreements and privileges in, through, under, over, across, along and upon the Owner's Lands, all as more particularly described herein (collectively, the "**Rights**").

2. **Representations and Warranties:**

The Owner represents and warrants to the Company that the Owner is the legal and beneficial owner in fee simple of the Owner's Lands, and has the absolute and unfettered right at any time from time to time to grant the Rights to the Company (subject only to the Permitted Encumbrances) in the manner and for the purposes set forth in this Easement.

3. **Transmission Facilities:**

The Company shall be entitled, as part of the Rights, to enter and lay down, install, construct, erect, maintain, open, inspect, add to, enlarge, alter, repair and keep in good condition, move, remove, replace, reinstall, reconstruct, relocate, supplement and operate and maintain the Transmission Facilities at all times in, through, under, over, across, along and upon the Transmission Corridor, as in the opinion of the Company may be necessary, desirable or convenient from time to time, solely in connection with the Wind Farm and subject to a maximum capacity of 250 megawatts.

4. **Payment for the Rights:**

The Company shall pay to the Owner a single, one-time, lump-sum payment equal to FIVE THOUSAND DOLLARS (\$5,000.00) per acre of the area of the Transmission Corridor, payable on the entering into of this Easement. If the acreage of the Transmission Corridor is other than a whole number, the Company shall pay for such part acre area at an accordingly pro-rated annual rate.

5. **The Scope of the Rights:**

For greater certainty but without in any way limiting the generality of the Rights, the Company shall be entitled from time to time and at all times:

- (a) to enter on and selectively cut or prune, and to clear and keep clear, and remove all trees (subject to compensation to Owners for merchantable wood values),

branches, bush and shrubs and other obstructions and materials in, over or upon the Transmission Corridor, and without limitation, to cut and remove all leaning or decayed trees located on the Owner's Lands whose proximity to the Transmission Facilities renders them liable to fall and come in contact with the Transmission Facilities or which may in any way interfere with the safe, efficient or serviceable operation of the Transmission Facilities;

- (b) to conduct all engineering, legal surveys, and make soil tests, soil compaction and environmental studies and audits in, under, on and over the Transmission Corridor as the Company in its sole discretion considers necessary or desirable;
- (c) to erect, install, construct, maintain, repair and keep in good condition, move, remove, replace and use bridges and such gates in all fences which are now or may hereafter be on the Transmission Corridor as the Company may from time to time consider necessary or desirable;
- (d) to clear the Transmission Facilities and keep it clear of all buildings, structures, erections, installations, or other obstructions of any nature whether above or below ground, including removal of any materials and equipment or plants and natural growth, which in the opinion of the Company, endanger the Transmission Facilities or any person or property or which may be likely to become a hazard to any Transmission Facilities or to any persons or property or which do or may in any way interfere with the safe, efficient or serviceable operation of the Transmission Facilities;
- (e) to enter on and exit the Transmission Corridor through the Owner's Lands by the Owner's access routes and to pass and repass at all times in, over, along, upon and across so much of the Owner's Lands as is reasonably required for the Company, its respective officers, employees, agents, servants, contractors, subcontractors, workmen and guests, with or without any machinery, plant, material, supplies, vehicles and equipment of any nature for all purposes necessary or convenient to the exercise and enjoyment of the Rights in the Transmission Corridor; and
- (f) to remove, relocate and reconstruct all or any part of the Transmission Facilities.

6. **The Owner's Obligations:**

The Owner agrees to do all things necessary to co-operate with, permit and facilitate the Company's exercise of the Rights. For greater certainty but without in any way limiting the generality of the foregoing, the Owner agrees that the Owner will not:

- (a) interfere with any Transmission Facilities and shall not erect or cause to be erected or permit in, under or upon the Transmission Corridor any obstruction or plant or permit any trees, bush, shrubs, plants or natural growth which does or may interfere with the Rights granted herein;
- (b) change or permit the existing configuration, grade or elevation of the Transmission Corridor to be changed and the Owner further agrees that no

excavation or opening or work which may disturb or interfere with the existing surface of the Transmission Corridor shall be done or made;

- (c) construct or maintain any roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines, fences, service cables on or under the Transmission Corridor or any portion thereof without the prior written approval from the Company; and that, in the event of any unauthorised installations as aforesaid the Company may, all at the Owner's expense, forthwith remove, relocate, clear or correct the offending interference, obstruction, installation from the Transmission Corridor, all without being liable for any damages caused thereby (and with the cost and expenses thereof permitted to be set-off by the Company against any amounts owing or coming due by the Company to the Owner); or
- (d) permit or grant any other encumbrances to be created over or in respect to the Transmission Corridor or the Transmission Facilities other than Permitted Encumbrances.

7. **The Owner's Rights:**

Notwithstanding anything to the contrary set forth in this Agreement, the Owner (and its successors and assigns) shall have the right to:

- (a) conduct farming, livestock, hunting, oil and gas activities in the Transmission Corridor, but only to the extent that: (i) such activities are not carried out anywhere within five (5) metres of any of the Transmission Facilities (other than overhead lines, it being the intent that such activities may be conducted underneath such overhead lines so long as they are not carried out within five (5) metres of any of the tower pads or other fixed parts of the Transmission Facilities); and (ii) such activities do not otherwise interfere with the Company's rights hereunder;
- (b) construct or maintain any roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines, fences, service cables on or under the Transmission Corridor or any portion thereof but only to the extent that such works have the prior written approval from the Company; and
- (c) to the extent that the Company's construction and installation activities in the Transmission Corridor result in damage to the Owner's crops or to drainage networks in the Transmission Corridor, the Owner may require that the Company repair any damaged drainage tiles and drains, re-compact and restore the top soil, and compensate the Owner for any substantiated losses; and
- (d) require, within twelve (12) months following the expiration or earlier termination of the last of the leases in the Windfarm Lands, that the Company, at the Company's sole cost and expense: (i) remove any of the above-grade Transmission Facilities to not less than three (3) feet below grade or as otherwise required by the applicable law; (ii) remove all buried tower foundations; and (iii) reseed those areas where tower pads were located with grasses and/or natural

vegetation (for greater certainty, the Company shall not be required to remove any roads constructed by the Company on the Owner's Lands).

8. **Title to the Transmission Facilities:**

Notwithstanding any rule of law or equity, the Transmission Facilities installed by or for the Company shall at all times remain the property of the Company and shall at anytime and from time to time be removable in whole or in part by Company, notwithstanding that such Transmission Facilities are or may become annexed or affixed to the Transmission Corridor.

9. **Permitted Encumbrances:**

The Company recognizes that the Owner's Lands may be subject to: (a) an easement for high voltage electrical energy transmission lines in favour of Hydro One Networks Inc. or successor corporations (collectively, "**HONI Easements**"); and/or (ii) one or more charge/mortgages of land charging the Owner's Land (the "**Existing Mortgages**"). The Existing Mortgages and the HONI Easement shall, notwithstanding anything to the contrary set forth herein, be permitted encumbrances under this Easement so long as: (i) the mortgagees under the Existing Mortgages shall have executed this Easement below; or (ii) the Owner has obtained, at its sole cost and expense, another form of postponement and subordination (in registrable form) from the mortgagee(s) under all of the Existing Mortgages, postponing their respective rights, title and interests in the Owner's Land to the Company's interests herein so as to place the Rights in first priority on title to the Owner's Lands.

10. **No Waiver and Further Assurances:**

No provision of this Easement shall be deemed to have been waived by the Company unless such waiver is in writing by the Owner and expressly identifies the relevant Rights being waived. No waiver of a breach of or non-compliance with any provision of this Easement shall be construed to be a waiver of any succeeding breach of or non-compliance the same or any other provision of this Easement. The Owner will, from time to time and at any time at the request of the Company, promptly execute, at the Owner's own cost and expense, such further documents and do such other things as may be requested by the Company by way of further assurances of the Rights.

11. **Enurement and Assignment:**

The Rights shall be binding upon the Owner and its heirs, representatives, administrators, successors and assigns and shall enure to the benefit of the Company and its successors and assigns. In addition to and not in substitution of the foregoing, the Rights are intended to constitute, for all intents and purposes:

- (a) restrictions and restrictive covenants running with and burdening, all and singular, the Owner's Lands, as servient tenement, appurtenant to and for the express benefit of, all and singular, the Wind Farm Lands, as dominant tenement; and
- (b) easements and related incorporeal hereditments burdening, all and singular, the Owner's Lands, as servient tenement, appurtenant to and for the benefit of, all and singular, the Wind Farm Lands, as dominant tenement;

and the Rights may, without need for the Owner's consent, be assigned or conveyed, in whole or in part, on an exclusive or nonexclusive basis, by the Company and its successors and assigns.

12. **Registration:**

This Easement or a notice thereof may, at the option of the Company only, be registered by the Company on title to the Owner's Land in any manner that the Company deems appropriate in order to best secure the Rights. In order to effect the foregoing, but without limiting the generality of the foregoing, the Owner hereby: (i) covenants to execute, at its own expense, any and all documentation prepared by the Company in order to effect and maintain such registrations and filings; (ii) grants to the Company a power of attorney (which power is coupled with an interest and expressly intended to survive the death, dissolution or bankruptcy of the Owner) to execute and deliver all such documentation for and on behalf of the Owner; and (iii) irrevocably authorizes and directs any solicitors acting for the Company to electronically register on title to the Owner's Land, for and on behalf of the Owner, all such registrations and filings, with the execution of this Easement by the Owner being such solicitors' good and sufficient authority for so doing.

13. **Confidentiality:**

The Owner shall use its best efforts to keep the terms of this Easement (the "**Information**") confidential. The Owner shall not directly or indirectly disclose, allow access to, transmit or transfer the Information to a third party without Company's prior written consent except to its employees and professional advisors or unless required to do so by law. Prior to disclosing the Information to any of its employees or professional advisors, the Owner shall issue appropriate instructions to them to satisfy its obligations herein and obtain their agreement to receive and use the Information on a confidential basis on the same conditions as contained in this Agreement. The Owner shall be liable for any loss or damage caused to the Company resulting from unauthorized disclosure of the Information.

IN WITNESS WHEREOF the Owner has executed and delivered this Easement to the Company as of the day and year first above written.

SIGNED, SEALED & DELIVERED
in the presence of:

_____ }
Witness

_____ (seal)
Name of Owner:

EXISTING MORTGAGES

The undersigned, being the chargee under the charge/mortgage of land registered as Instrument Number _____ does hereby: (i) consent to this Easement and hereby postpones and subordinates said charge/mortgage of land to the Rights and this Easement; (ii) irrevocably authorizes and directs any solicitors acting for the Company to register on title to the

Owner's Land, for and on behalf of the undersigned, notice or other evidence of such consent, postponement and subordination, with the signature of the undersigned on this Easement being such solicitors' good and sufficient authority for so doing.

Per

Name:

Title:

I have the authority to bind the Corporation/Bank

**SCHEDULE A
OWNER'S LANDS
(SERVIENT TENEMENT)**

SCHEDULE C
DRAWING SHOWING LOCATION AND AREA OF TRANSMISSION FACILITIES
WITHIN THE OWNER'S LANDS