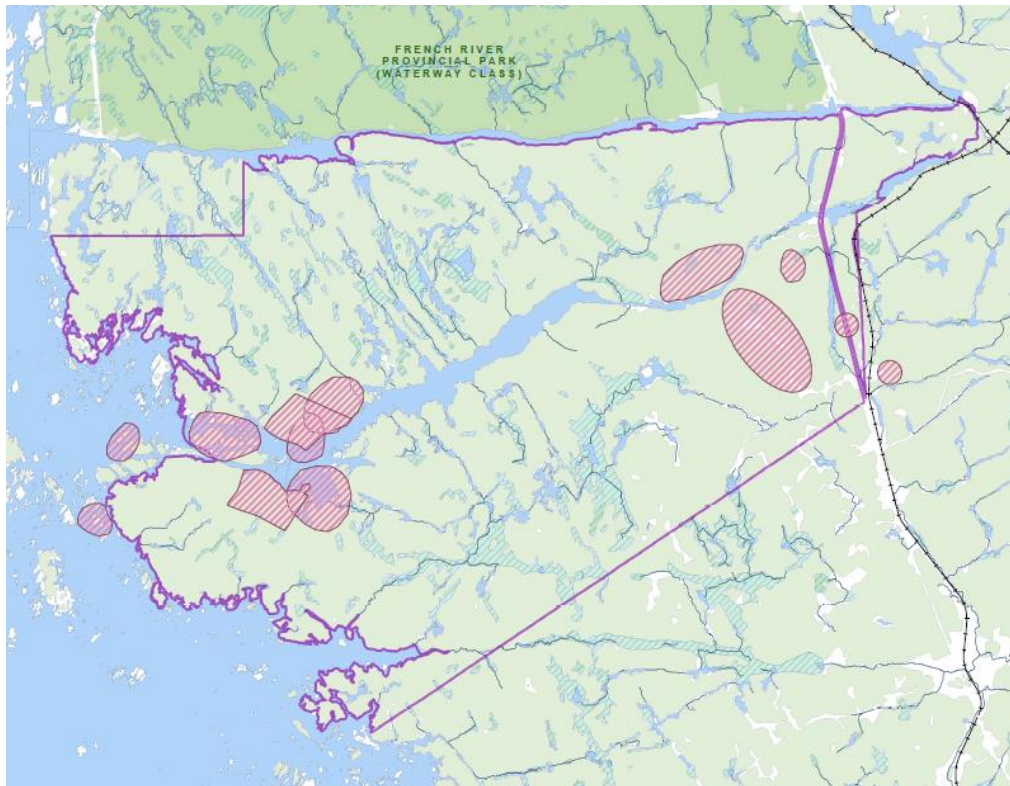


Henvey Inlet First Nation

HIFN LAND CODE

LEASE

of lands within Henvey Inlet I.R. #2
for the proposed
Henvey Inlet Wind Energy Generation Centre



DRAFT
28 May 2015

LEASE

between

HENVEY INLET FIRST NATION

and

HENVEY INLET WIND GP INC.

Made effective as of _____, 2015

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LEASE

THIS LEASE (this “Lease”) MADE EFFECTIVE AS OF THE ____ day of _____, 2015
(the “Commencement Date”)

BETWEEN:

HENVEY INLET FIRST NATION
as represented by its duly elected council
(“Landlord”)

of the first part,

-and-

HENVEY INLET WIND GP INC.
a corporation incorporated in the Province of
Ontario, acting in its capacity as general partner for
and on behalf of HENVEY INLET WIND LP, an
Ontario limited partnership
(“Tenant”)

of the second part,

Witness that, whereas:

A. The Leased Lands are located within Henvey Inlet Reserve No. 2, a reserve held by Her Majesty the Queen in right of Canada for the benefit of Henvey Inlet First Nation;

B. Pursuant to the *Framework Agreement on First Nations Land Management* dated February 12 1996, as amended, which the Government of Canada ratified by the *First Nations Land Management Act*, S.C. 1999 c.24, and which Henvey Inlet First Nation ratified by a *Land Code* enacted September 9, 2009, as amended November 27, 2012, and the *Individual Agreement* between Canada and Henvey Inlet First Nation dated October 22, 2009, and by the Land Management Transfer respecting Reserve No 2 that occurred on January 10, 2013, Landlord has control and management of the Leased Lands and the legal capacity and authority to enter into this Lease and grant to the Tenant the leasehold interest in the Leased Lands contemplated herein;

C. Landlord wishes to lease to Tenant the Leased Lands for purposes of the development, construction and operation of the Project as more particularly set out in the Lease; and

D. Tenant intends to assess, develop, construct and operate the Project on and from the Leased Lands.

NOW THEREFORE, in consideration of \$2.00 now paid by Tenant to Landlord and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord, Landlord and Tenant agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- 1.1.1 “**Aboriginal Law**” means any tax, assessment, regulation, order, ruling, law, guidance or other like measure or requirement, whether made under any asserted or actual Aboriginal or treaty right or title, or under any other legal, equitable, traditional, hereditary or other asserted or actual authority by HIFN or by any group, association, entity, or individual purporting to act on behalf of the members of HIFN, with the approval or acquiescence of HIFN acting through Band Council or by referendum or community vote;
- 1.1.2 “**Affiliate**” means, in respect of a Party, any Person that as at the time determined, (i) Controls such party, (ii) is Controlled by such Party, or (iii) is Controlled by the same Person that Controls such party;
- 1.1.3 “**Applicable Law**” means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, principles of common and civil law and equity, rules, regulations and municipal by-laws, whether domestic, foreign or international, and (ii) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions and awards of any Governmental Authority, in each case binding on or affecting the Person referred to in the context in which the word is used;
- 1.1.4 “**Approvals**” has the meaning set out in Section 6.18;
- 1.1.5 “**As-Built Survey**” has the meaning set out in Section 2.4;
- 1.1.6 “**Baseline Environmental Condition**” means the environmental condition of the Leased Lands as of the Commencement of Construction, which shall be determined by the Tenant, at its sole cost and expense, by commissioning prior to the Commencement of Construction an environmental site assessment (EA) report from a reputable third-party environmental consultant, which shall include a Phase I EA report of the Leased Lands and such further Phase II EA report(s) as are reasonably necessary or otherwise recommended pursuant to the applicable Phase I EA report.
- 1.1.7 “**Business Days**” means each day of the week except Saturday, Sunday and statutory holidays in the Province of Ontario;

- 1.1.8 “**COD**” means the date on which the Project first attains Commercial Operation, as specified in the FIT Contract;
- 1.1.9 “**Commencement Date**” is the date first defined in the preamble of this Lease;
- 1.1.10 “**Commencement of Construction**” means the date upon which the Tenant commences material construction activities with respect to the Project on the Leased Lands, which shall be determined by written notice from the Tenant to the Landlord and which shall in any event be no later than the date upon which the Tenant commences the excavation and construction of the first wind turbine foundation on the Leased Lands;
- 1.1.11 “**Control**” or “**Controls**” means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint more than 50% of the individuals who are responsible for the supervision or management of that Person, or (ii) the possession of the power to direct or cause the direction of the management or policies of a Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by Contract, trust or otherwise, and “Controlled” and “Controlling” have corresponding meanings;
- 1.1.12 “**Council**” means the council of Henvey Inlet First Nation, as constituted from time to time;
- 1.1.13 “**Easement**” has the meaning set out in Section 2.6;
- 1.1.14 “**Environmental Laws**” means all Applicable Laws relating in whole or in part to the protection of the environment and occupational health and safety matters, and includes, without limitation, those Environmental Laws relating to the storage, generation, use, handling, transportation, treatment, Release and disposal of Hazardous Substances, and any contractual agreements between the Landlord and the Tenant concerning such matters;
- 1.1.15 “**ESR**” means the environmental stewardship regime as described in Schedule “D”;
- 1.1.16 “**ESR Land Law**” has the meaning ascribed in Schedule “D”;
- 1.1.17 “**Federal**” means pertaining to the Government of Canada;
- 1.1.18 “**First Nation Land Register**” means the First Nation Land Register (as defined in the FNLMA) established by the Minister pursuant to the FNLMA, in which the interest of Landlord in and to the Reserve is registered and the interest of Tenant and any Secured Creditor in and to the Leased Lands will be registered in accordance with Applicable Laws;
- 1.1.19 “**First Nation Laws**” means those laws enacted by HIFN from time to time in accordance with the HIFN Land Code and within the provisions of Sections 20, 21, 22 and 23 of the FNLMA;
- 1.1.20 “**FIT Contract**” means the wind energy supply contract between Ontario Power Authority and Nigig Power Corporation, FIT Reference # FIT-FG0U0G5, as amended from time to time;
- 1.1.21 “**FNLMA**” means the *First Nations Land Management Act*, S.C. 1999, c.24, as amended, supplemented and replaced from time to time;

- 1.1.22 “**Framework Agreement**” means that certain *Framework Agreement on First Nation Land Management*, made on February 12, 1996, between Her Majesty in Right of Canada and those First Nations (as defined in the FNLMA), including HIFN, who are named in the schedule to such Framework Agreement, as such Framework Agreement is amended from time to time;
- 1.1.23 “**Good Engineering and Operating Standards**” shall have the meaning set forth in the FIT Contract;
- 1.1.24 “**Governor in Council**” means the Governor General of Canada upon the advice of the Federal cabinet;
- 1.1.25 “**Governmental Authority**” means any government, parliament, legislature, or any regulatory authority, agency, commission or board of any government, parliament or legislature, or any political subdivision thereof, or any court or, without limitation, any other law, regulation or rule-making entity having jurisdiction in the relevant circumstances, including HIFN, or any Person acting under the authority of any of the foregoing (including, without limitation, any arbitrator with the authority to bind the parties at law) or any other authority charged with the administration or enforcement of Applicable Laws;
- 1.1.26 “**Hazardous Substance**” means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws, including, but not limited to, any contaminants, pollutants, petroleum and other hydrocarbons and their derivatives and by-products, dangerous substances or goods, including asbestos, gaseous, solid and liquid wastes, special wastes, toxic substances, hazardous or toxic chemicals, hazardous wastes, hazardous materials or hazardous substances as defined in, or pursuant to, any Environmental Law, but specifically excluding sound, infrasound and other noise;
- 1.1.27 “**HIFN**” means Henvey Inlet First Nation, being a band pursuant to the *Indian Act*, or any successor to Henvey Inlet First Nation pursuant to Applicable Laws;
- 1.1.28 “**HIFN Land Code**” means the land code established and adopted by HIFN pursuant to the FNLMA, which land code has been verified by the Minister in accordance with Section 8 of the FNLMA and approved by HIFN as required under Section 10 of the FNLMA;
- 1.1.29 “**HST**” has the meaning set out in Section 10.2;
- 1.1.30 “**Indian Act**” means the *Indian Act* R.S.C. 1985, c. I-5, and the regulations made thereunder, as amended, supplemented and replaced from time to time;
- 1.1.31 “**Individual Agreement**” means the Individual Agreement on First Nation Land Management dated October 22, 2009, as amended by Amendment #1 made March 22, 2013, between Her Majesty the Queen in right of Canada and Henvey Inlet First Nation;
- 1.1.32 “**interest**” means, when such term is used in relation to the Leased Land, an estate, right or interest, as the context requires, but does not include title thereto, in accordance with the FNLMA;
- 1.1.33 “**Landlord**” means HIFN, as represented by the Council;
- 1.1.34 “**Land Management Transfer**” means the grant to HIFN of control and management of the Leased Land by order of the Governor in Council dated January 10, 2013 pursuant to Section

60(1) of the *Indian Act*, such that those provisions of the *Indian Act* respecting land are replaced by the HIFN Land Code, applicable provisions of the FNLMA, Framework Agreement and applicable First Nation Laws;

- 1.1.35 “**Lease**” means this commercial lease agreement, all schedules attached hereto, as amended, restated, supplemented and otherwise modified from time to time;
- 1.1.36 “**Leased Lands**” means those lands located on the Reserve, as more particularly described in Schedule “A”, being subject to the provisions of Section 2.4, including all associated roads within the Leased Lands;
- 1.1.37 “**Lien**” means with respect to any Person, any Mortgage, debenture, pledge, hypothec, lien, charge, assignment by way of security, hypothecation or security interest granted or permitted by such Person or arising by operation of law, in respect of any of such Person’s property, or any consignment by way of security as consignee or Tenant, as the case may be, or any other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or other obligation, including reservations, limitations, provisos or conditions applicable to a Person’s interest in property;
- 1.1.38 “**Minister**” means the Minister of Indian Affairs and Northern Development, and any other Federal minister as may from time to time have statutory authority under and responsibility for the Indian Act and FNLMA, and includes such Minister’s authorized representatives;
- 1.1.39 “**Mortgage**” means any mortgage, charge or security instrument (including a deed of trust and mortgage securing bonds and all indentures supplemental thereto) which may now or hereafter affect the Leased Lands;
- 1.1.40 “**Mortgagee**” means the mortgagee, chargee, secured party or trustee for bond-holders, as the case may be, named in a Mortgage;
- 1.1.41 “**New Lease**” has the meaning set out in Section 9.7;
- 1.1.42 “**Non-Curable Defaults**” has the meaning set out in Section 9.2;
- 1.1.43 “**Person**” means an individual, company, partnership, trust, unincorporated association, government authority or agency or any other entity, and, for purposes of this Lease, includes HIFN;
- 1.1.44 “**Prime Rate**” means the rate of interest, per annum, from time to time publicly quoted by the Royal Bank, at Toronto as the reference rate of interest (commonly known as its "prime rate") used by it to determine rates of interest chargeable in Canada on Canadian dollar demand loans to its commercial customers;
- 1.1.45 “**Project**” means an approximately 300 megawatt wind-powered electrical generation project to be developed, constructed and operated on and from the Leased Lands;
- 1.1.46 “**Release**” means a releasing, adding, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dispersing, dispensing, disposing, depositing, spraying, inoculating, abandoning, throwing, placing, exhausting or dumping and “**Released**” has a comparable meaning;

- 1.1.47 “**Rent**” has the meaning set out in Section 4.1;
- 1.1.48 “**Reserve**” means the lands registered in the First Nation Land Register as Henvey Inlet Indian Reserve No. 2, described as Blocks #1 and #2, Plan 98696 C.L.S.R., as recorded in the Canada Lands Surveys Records;
- 1.1.49 “**Secured Creditor**” has the meaning set out in Section 9.1;
- 1.1.50 “**Security**” has the meaning set out in Section 9.1;
- 1.1.51 “**Stipulated Rate**” means the rate of interest per annum that is two (2) percentage points more than the Prime Rate;
- 1.1.52 “**Tax**” and “**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, and including any realty taxes, duties, rates, imposts, levies, assessments and other similar charges or payments in lieu of such charges, whether general or special, ordinary or extraordinary, or foreseen or unforeseen including municipal taxes, school taxes and local improvement charges and all related interest, penalties and fines which at any time may be levied, assessed, imposed or form Liens upon real property;
- 1.1.53 “**Tenant**” means HENVEY INLET WIND GP INC., a corporation incorporated under the laws of Ontario, and its successors and permitted assigns;
- 1.1.54 “**Term**” has the meaning set out in Section 3.1;
- 1.1.55 “**Transfer**” means (i) an assignment, sale, conveyance, sublease, disposition, or licensing of this Lease or the Leased Lands, or any part of them, or any interest in this Lease (whether or not by operation of law); and (iii) a parting with or sharing of possession of all or part of the Leased Lands, other than by way of security. “**Transferor**” and “**Transferee**” have meanings corresponding to the definition of “Transfer” set out above;
- 1.1.56 “**Turbine**” means a wind turbine (including all required components and ancillary equipment including tower sections, blades, nacelle, generating equipment and ground installations);
- 1.1.57 “**Works**” means any Turbines and any equipment, apparatus, accessories, works or appurtenances relating to the Project, including anemometer towers, guy wires, temporary or permanent access roads, collection facilities, telecommunications lines, underground or above ground electrical transmission or distribution lines, cabling and transformer and junction boxes substations and interconnection facilities, operations and maintenance buildings, temporary or permanent construction or maintenance laydown and storage areas and any related and ancillary equipment, apparatus, accessories, works or appurtenances thereto.

1.2 Extended Meanings

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “**including**” means

“including without limiting the generality of the foregoing” and the term “**third party**” means any Person other than a party to this Agreement.

1.3 Number

Words importing the singular number only include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders and vice versa and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.4 Currency

Unless otherwise specified in this Agreement, all references to currency (without further description) are to lawful money of Canada.

1.5 Schedules

The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Schedule “A”	Description of Leased Lands
Schedule “B”	Rent Formulae
Schedule “C”	Encumbrances
Schedule “D”	Environmental Stewardship Regime
Schedule “E”	Extension and Renewal
Schedule “F”	Landlord Indemnity
Schedule “G”	Security Acknowledgement Agreement

ARTICLE 2 DEMISE

2.1 Demise

Landlord hereby demises and leases the Leased Lands to Tenant, and Tenant hereby accepts the Leased Lands from Landlord, upon the terms and conditions set forth in this Lease.

2.2 Use for Project

The Leased Lands are to be used by Tenant only for the purposes of the Project, including the erection, installation, re-installation, construction, operation, maintenance, inspection, patrol, removal, replacement, reconstruction, relocation, enlargement, alteration, repair and in the Tenant’s discretion decommissioning, at all times, of its Turbines and all related Works as may be necessary or convenient in connection therewith for the generation, transmission, distribution or conveyance of electrical energy,

including uses of all associated roads on and within the Leased Lands for such purposes; together with the rights of ingress to and egress from the Leased Lands at all times, for all purposes incidental to this Lease, and for the purpose of constructing, reconstructing, repairing, replacing, relocating, protecting and decommissioning the Works. Tenant shall not use the Leased Lands for any purpose other than the purposes of the Project.

Upon the completion of the Works and the erection of the Turbines, Tenant shall thereafter, throughout the Term, operate or contract with a third party for the operation of the Project on the Leased Lands, in keeping with standard industry practices and subject to such curtailment, downtime, repair, maintenance, or other operational suspensions as Tenant (or its third party operator) deems necessary in its sole discretion.

2.3 Unrestricted Access

Tenant is entitled to have unrestricted and unlimited right to access the Leased Lands at any time and from time to time during the Term and to travel to, to enter upon, to use and to occupy the Leased Lands, on foot and by vehicles, with supplies, machinery and equipment related to the Project for the purposes set out in Section 2.2.

2.4 Amending the Description of the Leased Lands

Landlord and Tenant hereby confirm their agreement: (i) to amend the description of the Leased Lands from that which is identified in Schedule "A" as of the date of this Lease (being the whole of the Reserve) to instead reflect the as-constructed and operating locations of the Turbines and the Works with adequate areas (including 60 metres around each Turbine) around all of the Works for access, maintenance and laydown areas as reasonably determined by Tenant; and (ii) that Tenant will promptly thereafter surrender to Landlord the remainder of the Reserve (the "**Surrendered Lands**"), subject to the attachment of reasonable restrictive covenants with respect to the Surrendered Lands as contemplated in Section 2.5 of this Lease.

To that end, within twelve (12) months following COD, Tenant shall deliver to Landlord a survey (the "**As-Built Survey**") which creates surveyed parts representing the as-constructed and operational locations of the Turbines and the Works (including any aerial spatial occupation of same) as described in the previous paragraph, duly initialed by Tenant, whereupon Landlord shall likewise initial the As-Built Survey and the description of the Leased Lands, as set out in Schedule "A", will be automatically replaced by the amended description of the Leased Lands as set out in the As-Built Survey.

Immediately upon such As-Built Survey replacing the description of the Leased Lands, without the requirement of any further action by or on behalf of either Landlord or Tenant, Tenant shall be deemed to have surrendered the Surrendered Lands, subject to the rights and obligations reserved and stipulated in Section 2.5 of this Lease, and Landlord shall be deemed to have accepted Tenant's surrender of the Surrendered Lands, subject to the rights and obligations reserved and stipulated in Section 2.5 of this Lease, in each case without compensation or consideration except for the mutual covenants contained in this Lease and the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged by each of the parties. The foregoing shall occur provided that Landlord and Tenant each agree that it shall, at the request of the other, execute (i) a Lease amending agreement which sets out the amended description of the Leased Lands in accordance with the As-Built Survey; and (ii) such further instruments, approvals or agreements necessary to give effect to the foregoing (including any reasonable instruments requested by any Secured Creditor of the Project). For clarity, Tenant hereby confirms that notwithstanding the amendment to the description of the Leased Lands and the surrender of the Surrendered Lands, neither the Rent nor royalties are to be reduced or diminished as a result of such surrender.

2.5 Surrendered Lands

- 2.5.1 Following the surrender of the Surrendered Lands to Landlord, Landlord confirms that Tenant has a non-exclusive right of entry upon the Surrendered Lands, in the form of a license, upon reasonable prior notice to the Landlord, to carry out such temporary occupation and construction activities as are necessary in connection with any maintenance, repair, or replacement activities that Tenant carries out in relation to the Project in accordance with this Lease. To the extent that Tenant deems it necessary or desirable in connection with any such maintenance, repair, or replacement activities, Tenant may specify to Landlord in writing that it requires exclusive use and occupation of the Surrendered Lands for such purpose with respect to an identified portion of the Surrendered Lands for a specified duration. In such event Landlord agrees that Tenant shall be entitled to exclusive occupation of the identified portion of the Surrendered Lands for such purposes, for the specified duration, and Landlord shall assist Tenant in advising and enforcing such exclusive possession with respect to any third parties.
- 2.5.2 During any period of decommissioning of the Project in accordance with Section 6.17, Tenant shall have exclusive possession of the Leased Lands and the Surrendered Lands for the entire duration of such decommissioning.
- 2.5.3 Landlord hereby covenants and agrees with Tenant and its respective successors and assigns that the Surrendered Lands shall from and after the date of the surrender as contemplated in Section 2.4 of this Lease be subject to the following covenants and restrictions (the “**Restrictive Covenants**”), the burden of which shall be in favour of Tenant and its respective successors and assigns and shall be annexed to and run with the Surrendered Lands and each and every portion thereof and the benefit of which shall accrue to and run with the Leased Lands and each and every portion thereof.
- (a) Landlord and its respective heirs, executors, administrators, successors and assigns hereby covenant and agree that:
- (i) it shall not use, and shall not grant any person other than Tenant the right to use, or any option to acquire the right to use, any part of the Surrendered Lands for the production of wind energy or the installation of related equipment, including wind monitoring towers, or any other purpose which would, in the reasonable opinion of Tenant, interfere (or create any risk of such interference) with the Project and the exercise by Tenant of its rights under this Lease; and
 - (ii) that it will not and will not permit any other person to construct or erect on the Surrendered Lands: any above ground structure within 200 metres of a Turbine; and any structure having a height greater than 20 metres within 800 metres of any Turbine.

Landlord acknowledges and agrees that the Restrictive Covenants have been considered by Landlord and the restraints and restrictions of and on the future activities of Landlord and the Surrendered Lands are reasonable in the circumstances. Landlord hereby waives all defences to the strict enforcement of the Restrictive Covenants by Tenant and its successors and assigns. In the event of any breach by Landlord of the Restrictive Covenants, Tenant shall, in addition to any other right to relief, be entitled to equitable relief by way of a temporary or

permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.

2.6 Grant of Easement

Landlord grants and transfers to Tenant a non-exclusive easement with respect to the Reserve during the Term, as renewed or extended, for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Works or activity located on the Leased Lands or on adjacent properties over and across the Reserve (“**Easement**”). The burden of the Easement runs with and binds the Reserve and every part thereof and benefits Tenant’s interest in the Leased Lands and such other lands as Tenant may have an interest in from time to time. If requested by Tenant by way of further assurance, Landlord will execute and deliver to Tenant such separate and registrable transfer of easement which reproduce the terms of the Easement.

2.7 Overholding Tenancy

2.7.1 If Tenant remains in possession of the Leased Lands after the expiration of this Lease or any renewal or extension thereof without any further written agreement, Tenant shall be considered to be a monthly tenant at a monthly Rent payable in advance on the first day of each month during the period of such overholding, equal to one sixth (1/6th) of the annual installment of Rent payable during the last year of the Term or then expiring renewal term, as the case may be, and otherwise on the same terms and conditions of this Lease, except as to the Rent payable and as to the length of tenancy. Nothing contained in this section shall preclude Landlord from exercising all of its rights set out in this Lease, at law or in equity, including the taking of any action for recovery of possession of the Leased Lands. Tenant shall promptly indemnify and hold harmless Landlord from and against all liabilities and damages suffered by Landlord together with all liabilities, damages, claims, suits and actions brought against Landlord as a result (whether direct or indirect) of Tenant remaining in possession of all or any part of the Leased Lands after the expiry of the Term or any renewal or extension thereof and all reasonable costs incurred by Landlord as a result thereof, including 100% of Landlord’s legal fees and consultant’s fees.

2.7.2 It is expressly agreed that: (i) the acceptance of any consideration during any overholding, (ii) the operation of any implied condition, or (iii) any implication of law, shall not be construed nor operate so as to re-instate, continue or extend the Term or otherwise renew this Lease, shall not operate as a waiver of the right of Landlord to enforce the payment of Rent then due or thereafter falling due, nor operate as a waiver of the right of Landlord to recover possession of the Leased Lands.

ARTICLE 3 TERM

3.1 Term

3.1.1 This Lease shall be in force and effect, and Tenant will have and hold the Leased Lands, for and during the term (the “**Term**”) commencing on the Commencement Date and determining on the 22nd anniversary of COD, unless terminated earlier as provided in this Lease.

3.1.2 Notwithstanding the commencement of the Term, Tenant acknowledges and agrees that its legal right to undertake the construction of the Project shall be subject to, and if applicable limited by,

the issuance and terms and conditions of the environmental assessment and permitting process established and implemented by Landlord in accordance with the terms of the ESR.

- 3.1.3 At the expiry of the initial Term set forth in Section 3.1.1, Tenant may extend or renew the Term in accordance with the terms set forth in Schedule “E” of this Lease.

ARTICLE 4 RENT

4.1 Rent

Tenant will pay to Landlord:

- 4.1.1 Pre-COD Land Rent; and

- 4.1.2 from and after COD and continuing through the Term, a royalty payment based on metered electricity sales of the Project;

(collectively, the “**Rent**”) in each case, in accordance with the terms set forth in Schedule “B.”

Landlord hereby acknowledges receipt of Pre-COD Land Rent to date in the amount of **\$329,167.00** and that as of the current date, no amounts of Pre-COD Land Rent are in arrears or otherwise in default of payment.

4.2 Payment of Rent

All Rent hereunder will be paid to Landlord or as it may from time to time direct, without notice or demand.

4.3 Interest on Arrears

Tenant will pay or cause to be paid the Rent in the manner and on the dates set out in this Lease for the payment thereof and if Tenant fails to pay the Rent when due and payable, the unpaid Rent bears interest from the date the unpaid Rent was to have been paid to the date of payment in full at the Stipulated Rate in force on the date the unpaid Rent was to have been paid. Notwithstanding anything else in this Lease, such interest will not be considered to be Rent but Landlord will have all of the same remedies for, and rights of recovery with respect to such amounts, as it has for non-payment of Rent under this Lease or Applicable Law.

ARTICLE 5 GENERAL COVENANTS

5.1 Quiet Possession

Subject to the terms of this Lease, Landlord covenants with Tenant that provided Tenant pays the Rent and observes, performs and keeps the covenants and agreements herein contained, Tenant shall have the right to peacefully possess and enjoy the Leased Lands during the Term without interruption or disturbance by Landlord or any Person lawfully claiming by, through or under Landlord.

5.2 Tenant’s General Covenants

Tenant covenants with Landlord:

5.2.1 To pay Rent.

5.2.2 To observe and perform all the covenants and obligations of Tenant herein.

ARTICLE 6 USE AND OCCUPANCY

6.1 Tenant's General Rights

Tenant, its tenants (as sublessees), officers, agents, servants, employees, contractors and licensees, together with their vehicles, tools, equipment, apparatus and materials of whatsoever nature and kind, are to have the full, free and uninterrupted right to enter upon, use and occupy the Leased Lands for all purposes connected with, or incidental to, the rights and privileges herein granted including, without limitation, the following:

- 6.1.1 the right to load, unload and store material, apparatus and equipment, including heavy equipment, upon the Leased Lands;
- 6.1.2 the right to make and keep such portions of the Leased Lands as may be required for the Works free from bush, trees, growths and water and to enter on Landlord's abutting lands, if any, to remove or trim any trees on the Reserve immediately adjacent to the Leased Lands which, in the reasonable opinion of Tenant as determined in prior consultation with Landlord, may constitute a hazard to the Works and other obstructions that, in the reasonable opinion of Tenant, may endanger the Works;
- 6.1.3 the right and privilege to use, maintain and capture the free and unobstructed flow of wind currents over and across the Reserve, provided that Landlord will not interfere, or permit any other party to interfere, with the free, unobstructed and natural wind flow, wind speed or wind direction over and across the Reserve;
- 6.1.4 the right and privilege for audio, visual, view, light, flicker, noise, shadow, air turbulence, wake, electrical and radio frequency interference, and any other effects attributable to the Turbines or activities located on the Leased Lands or adjacent and neighbouring properties; and
- 6.1.5 if Tenant reasonably considers it necessary by reason of the nature or condition of the Leased Lands or the circumstances then existing, Tenant may go on, across and exit from all or any part of the Reserve whether by Landlord's access routes or otherwise, for the purposes of gaining access to the Leased Lands and for the purpose of constructing, reconstructing, repairing, replacing, relocating, protecting or decommissioning its Works; provided however, in exercising such rights, Tenant will abide by all safety precautions required by Landlord, acting reasonably.
- 6.1.6 the right to install reasonable electrical distribution and/or generation equipment to provide power to the facilities of Tenant on the Leased Lands.

6.2 Studies and Tests

The rights and privileges hereby granted include the leasehold right to access the Leased Lands to conduct all engineering, legal surveys and make soil tests, soil compaction, archaeological, sound and environmental studies and audits in, under, on or over the Leased Lands as Tenant in its sole discretion considers appropriate and at Tenant's sole cost and expense.

6.3 Siting of Works

Landlord will ensure that the ordinary operations and use of the Reserve by Landlord does not disrupt the Works or the operations of Tenant related thereto and Tenant will consult with Landlord to determine suitable locations for the Works (including roadway improvements) as required pursuant to the ESR. Subject to the ESR and notwithstanding Tenant's requirement to consult reasonably with Landlord with respect to siting the Works, the ultimate determination of the siting of the Works is in Tenant's sole discretion. Any and all transmission and distribution lines or cables associated with the Turbines or forming part of the Works may be either buried underground or constructed overhead upon the Leased Lands.

6.4 Construction of Works

In the development and construction of the Works by Tenant:

6.4.1 The rights and privileges hereby granted to Tenant include, without limiting the generality of the foregoing, the right of Tenant to:

- (a) construct temporary or permanent access routes or rights-of-way over the Reserve, and Landlord specifically consents to the construction of such roads, provided that Tenant is required to consult with Landlord in good faith to determine the least intrusive route for any such access routes or rights-of-way and will use commercially reasonable efforts to comply with Landlord's reasonable requests regarding the siting, quality and use of such roads;
- (b) excavate or dig into and under the Leased Lands for the purposes of siting, stabilizing or anchoring the Works as required, in Tenant's sole and reasonable discretion;
- (c) temporarily store any equipment, apparatus, materials and vehicles related to the Project or the construction of the Works, including heavy equipment vehicles of whatsoever nature and kind upon the Reserve; and
- (d) erect, construct or install a substation and/or switching station on Leased Lands without the written consent of Landlord.

6.4.2 Tenant will ensure that all of the contractors and sub-contractors are paid in a timely manner and appropriate holdbacks maintained in accordance with the provisions of the *Construction Lien Act* (Ontario) (as amended, supplemented or replaced, the "CLA"). Tenant will indemnify and save harmless Landlord with respect to any claims under the provisions of the CLA, and successors thereto, including any legal costs incurred by landlord on a substantial indemnity basis.

6.5 Compliance with Applicable Laws

Each of Landlord and Tenant, in exercising its rights and in carrying out its obligations under this Lease, will comply with all Applicable Laws.

6.6 Deleted.

6.7 Deleted.

6.8 Maintenance of Works

Tenant will exercise its rights hereunder in a proper and workmanlike manner with the view of minimizing any materially adverse harm to the Leased Lands and will keep and maintain the Works in good repair in accordance with Good Engineering and Operating Standards. Without limiting the generality of the foregoing, Tenant will conduct inspections of the Works, including the Turbines on a semi-annual basis and complete any maintenance that Tenant, in its reasonable opinion, determines is required in order to ensure that the Works, including the Turbines are, at all times, operating in a safe manner.

6.9 Modification of Works

Without paying any additional consideration, Tenant is entitled to erect upon the Leased Lands such Works as it may deem necessary for the purpose of reconstruction, relocating and replacing its Works and all related equipment, accessories and appurtenances thereto, within, upon or over the Leased Lands.

6.10 Removal of Construction Debris

Upon completion of construction of the Works, Tenant will remove all material excess construction debris and waste (which for greater certainty excludes the Works) from the Leased Lands, in compliance with Section 6.14 of this Lease.

6.11 Storage of Equipment

Tenant is entitled to store vehicles, equipment and materials on the Leased Lands and the Reserve in connection with the operation, construction, maintenance, modification or removal of the Works but for no other purpose.

6.12 Co-Access to Leased Lands

6.12.1 Tenant shall carry on its activities on the Leased Lands in such a way so as not to adversely affect any buildings or other structures located upon the Leased Lands as of the Commencement Date, without the written consent of Landlord, except to the extent which would be reasonably expected to arise in connection with the construction, operation, repair and decommissioning of an industrial wind energy generation facility as contemplated herein.

6.12.2 Landlord and its members are permitted to conduct ordinary and accustomed uses and practices on and from the Reserve (including portions of the Leased Lands) to the extent such uses and practices do not interfere (or create any risk of such interference) with the Project and the exercise by Tenant of its rights under this Lease and provided that Landlord shall institute, promote and enforce policies among persons entering upon the Reserve for such purposes. Such policies shall be developed in reasonable consultation with Tenant and shall include without limitation health and safety policies (including rules and restrictions regarding the discharge of firearms in the direction of any Works or any personnel on the Reserve) and access policies (including restrictions prohibiting

access to portions of the Reserve comprising certain identified portions of the as-built Leased Lands).

- 6.12.3 Subject to the terms and restrictions set forth in Section 2.5.3(a) of this Lease, Landlord retains the right to erect structures on the Reserve so long as such structures do not or could not be reasonably expected to interfere with Tenant's use of the Leased Lands or the free flow of wind currents over and across the Reserve.
- 6.12.4 Landlord and its members will have the right to use access roads at their own risk on and within the Leased Lands so long as such use does not interfere with the Project or Tenant's rights under this Lease.

The access to and use of Leased Land permitted to the Landlord and its members pursuant to and in full compliance with this Section 6.12 shall be deemed not to be interference with the quiet possession of the Tenant.

6.13 Notice for Access

Tenant will give Landlord not less than 72 hours prior written notice before the Leased Lands are initially accessed for the purposes of constructing and installing the Works. When access to the Leased Lands is required after the Works are fully installed and operational on the Leased Lands, Tenant is not required to provide Landlord with any notice.

6.14 Environmental Responsibilities of the Parties

- 6.14.1 Subject to Schedule "F" of this Lease, Tenant will act in all cases in compliance with currently applicable Environmental Laws and First Nation Laws passed in the future by Landlord to the extent such First Nation Laws pertain solely to on-Reserve environmental matters (or contractual arrangements in temporary or permanent lieu thereof), which laws or contractual arrangements are as contemplated by the ESR.
- 6.14.2 Tenant is responsible for and will save harmless Landlord, its council members, officers, employees, agents, consultants, contractors, and assigns from any and all direct and verifiable costs, actions, suits, claims, demands and expenses, including legal (on a substantial indemnity basis), investigative and consulting fees and disbursements, which at any time, or from time to time may be asserted against, imposed upon or incurred by Landlord or any of them, in connection with environmental contamination of any kind in contravention of Environmental Laws, in, on, under, upon or Released from the Leased Lands during the Term or as a result of operations conducted by or on behalf of Tenant and for all remedial action arising therefrom that may be required to be taken to comply with Environmental Laws, in each case except to the extent caused or permitted by the acts or omissions of the Landlord or Persons for whom the Landlord is responsible under Applicable Laws.
- 6.14.3 No Hazardous Substances will be Released from or stored on the Leased Lands by Tenant or those for whom Tenant is responsible under Applicable Laws, except in strict compliance with all Environmental Laws.
- 6.14.4 Tenant will notify Landlord of any material Release of Hazardous Substances in violation of Environmental Laws arising as a result of Tenant's use of the Leased Lands immediately upon Tenant having actual notice thereof and Tenant shall, as soon as

practicable, remediate and clean up such Release, at Tenant's cost and expense, whether or not such Release results in any Governmental Authority ordering remedial action be taken under Applicable Laws in respect of any such Release.

- 6.14.5 Tenant acknowledges and agrees that Landlord, including, without limitation, any Person for whom Landlord is responsible at law, has made no warranty, representation or agreement relating to the environmental condition of the Leased Lands. Landlord represents and warrants that, to the best of its knowledge and belief, it has provided Tenant all of the environmental reports and audits in its possession or control with respect to the Leased Lands as at the Commencement Date.

6.14.6 Ownership of Hazardous Substances

Notwithstanding any Applicable Laws to the contrary, any Hazardous Substances or leasehold improvements or goods containing Hazardous Substances brought onto, used at or Released from the Leased Lands by Tenant or any Person for whom it is in law responsible, shall be and remain the sole and exclusive property of such party and shall not become the property of Landlord, notwithstanding the degree of their affixation to the Leased Lands and notwithstanding the expiry or earlier termination of this Lease. This clause supersedes any other provisions of this Lease to the contrary.

6.14.7 Survival of Tenant's Obligation

The obligations of Tenant under this Section 6.14 shall survive the expiry or early termination of this Lease for a period not to exceed two (2) years after the Tenant has completed any remediation required under Subsection 6.14.8. If, after the expiry or early termination of this Lease, the performance of those obligations by Tenant requires access to the Leased Lands, Tenant shall have such access and entry at such times and upon such terms and conditions as Landlord, acting reasonably, may from time to time, specify.

6.14.8 Exit Environmental Audit

- (a) Tenant shall cause a Phase I Environmental Site Assessment or similar non-invasive investigation of the Leased Lands to be performed as close as reasonably practicable but no earlier than one hundred and twenty (120) days prior to the expiration of the Term or within one hundred and twenty (120) days from the early termination of the Term, or any period of overholding, as the case may be, by an independent consultant acceptable to Landlord, acting reasonably, to determine whether any Hazardous Substances would reasonably be expected to be present on the Leased Lands or adjoining land which are materially in excess of the concentrations of such Hazardous Substances identified in the Baseline Environmental Condition, as a direct result of the operations of Tenant or the use and occupancy of the Leased Lands by Tenant, either alone or by their respective agents, servants, employees, contractors or other Persons for whom Tenant is in law responsible (and for greater certainty excluding any concentrations of any such Hazardous Substances which are naturally occurring or are present by virtue of the activities of the Landlord in and upon the Leased Lands); and
- (b) If the independent consultant, acting reasonably, determines in the Phase I Environmental Site Assessment or similar investigation that any Hazardous

Substances in excess of the standards described in subsection 6.14.8(a) are reasonably expected to be present on the Leased Lands or on any adjoining lands, Tenant shall:

- (i) cause the same independent consultant to complete a Phase II Environmental Site Assessment to confirm the existence and, as applicable, delineate the extent of such Hazardous Substances in excess of the standards described in subsection 6.14.8(a);
 - (ii) establish the estimated cost, including any reasonably required contingencies, to remove from the Leased Lands Hazardous Substances in excess of the standards described in subsection 6.14.8(a) that are confirmed in the Phase II Environmental Site Assessment to be present on the Leased Lands and any adjoining lands, if any; and
 - (iii) restore and return the Leased Lands to a condition which is in compliance with Environmental Laws for industrial uses, to the satisfaction of the Landlord, Tenant and the Independent Consultant acting reasonably.
- (c) The environmental reports described in subsections 6.14.8(a) and (b)(i) shall be addressed to the Landlord and the Tenant and delivered to both immediately after their completion.
 - (d) The costs and expenses of the performance and delivery of the Phase I Environmental Site Assessment or similar investigation described in subsection 6.14.8(a) and the Phase II Environmental Site Assessment described in subsection 6.14.8(b)(i) shall be borne and paid for equally by the Tenant and the Landlord, each as to a fifty percent share.
 - (e) Where any remediation contemplated in this section 6.14.8(b)(ii) cannot be completed prior to the expiration or earlier termination of the Term, then without limiting any other remedy or recourse of Landlord, Tenant shall pay to Landlord until the required remediation has been completed pursuant to the provisions of this Lease an amount equal to the Rent which would be payable to Landlord pursuant to section 4.1 as if Tenant were an overholding tenant.

6.15 Indemnities

6.15.1 Tenant will indemnify and hold harmless Landlord against all actions, suits, claims, demands and expenses made or suffered by any Person or Persons, in respect of loss, injury, damage or obligation to compensate, arising out of or in connection with or as a result of:

- (a) the negligence or wilful misconduct of Tenant, its contractors and subcontractors or those for whom Tenant, its contractors or subcontractors are responsible under Applicable Laws;
- (b) any breach by Tenant of the terms and conditions of this Lease; or
- (c) the Works or the operation of the Works.

Provided that Tenant is not liable under this Section to the extent to which such loss, damage or injury is caused or contributed to by the negligence or default of Landlord or those for whom Landlord is responsible under Applicable Laws (including without limitation members of Landlord as contemplated in Section 6.12 hereof). For greater certainty, Tenant is not liable to Landlord for the actions of Landlord, its agents, employees, or representatives who enter upon the Leased Lands.

6.15.2 Landlord will indemnify and hold harmless Tenant against all actions, suits, claims, demands and expenses made or suffered by any Person or Persons, in respect of loss, injury, damage or obligation to compensate, arising out of or in connection with, or as a result of the negligence or wilful misconduct of Landlord or those for whom Landlord is responsible under Applicable Laws (including without limitation Affiliates of Landlord or members of Landlord as contemplated in Section 6.12 hereof), as well as in respect of any loss, injury or damage arising out of or in connection with, any breach by Landlord of the terms and conditions of this Lease; provided that Landlord is not liable under this Section to the extent to which such loss, damage or injury is caused or contributed to by the negligence or default of Tenant or those for whom Tenant is responsible under Applicable Laws. For greater certainty, Landlord is not liable to Tenant for the actions of (i) Tenant, its agents, employees, or representatives who enter upon the Leased Lands, or (ii) any trespasser or unauthorized person who enters upon the Leased Lands. Without limiting the generality of the foregoing, Landlord and Tenant agree that the provisions of Schedule "F" shall be applicable to this Lease.

6.15.3 All accrued and undischarged obligations under this Section survive the expiration, surrender or termination of this Lease.

6.15.4 Notwithstanding the foregoing provisions of this Section, the parties hereto are only liable for reasonably anticipated and foreseeable damages.

6.16 Ownership of Works

Notwithstanding any Applicable Laws, all property and equipment placed or operated on the Leased Lands by or on behalf of Tenant at all times remains the personal property of Tenant even though attached to the Leased Lands as may be applicable. For greater certainty, the Works shall not constitute fixtures and shall remain the sole and absolute personal property of Tenant, notwithstanding any degree of attachment or affixation to the Leased Lands.

6.17 Decommissioning Protocol and Removal of Works

6.17.1 If the Leased Lands are surrendered by Tenant (save and except for any surrender of a portion of the Leased Lands as contemplated in Section 2.4 of this Lease), or if this Lease is terminated by Tenant or upon the expiry of the Term, or terminated by the Landlord, notwithstanding any other provision of this Lease to the contrary, Tenant will within twelve (12) months after the date of such surrender or termination commence to take down, dismantle and remove all Works in accordance with the Decommissioning Protocol. "**Decommissioning Protocol**" shall mean an agreement, which is consistent with and no more onerous than the applicable requirements of the environmental assessment/permitting process set forth in Schedule "D", pursuant to which the Landlord and Tenant set forth, each acting reasonably, a mutually agreeable series of plans, specifications and standards for the removal of the Works from the Leased Lands, including without limitation the identification of standards for turbine foundation removal and associated surface restoration, road surface removal and grading, and the infill or removal of drainage

culverts and associated installations. The Decommissioning Protocol shall establish a standard protocol that the Tenant shall employ with respect to all components of the Works on a Project-wide basis and shall identify, where reasonably necessary or appropriate, alternate and specific standards which shall apply to specific components of the Works, in each case in contemplation of the specific intended or anticipated subsequent use or uses of the Leased Lands which Landlord has identified, if any. Landlord and Tenant shall use commercially reasonable efforts to mutually consult in good faith and agree upon the Decommissioning Protocol not less than eighteen (18) months prior to the expiry of the Term (or any renewals or extensions thereof, as applicable), provided that in the absence of such agreement upon a Decommissioning Protocol, then the Decommissioning Protocol shall be deemed to mean the basic standards of removal and restoration identified in Schedule "H" shall apply. In no event shall Tenant be obligated to agree to any component of the Decommissioning Protocol which would be materially more expensive than the basic standards of removal and restoration identified in Schedule "H". Tenant shall complete such removal of the Works and restoration of the Leased Lands in accordance with the Decommissioning Protocol within eighteen (18) months of Tenant's commencement of such removal and restoration, and such obligation of Tenant shall survive the expiration, surrender or termination of this Lease.

- 6.17.2 If Tenant does not remove, or cause to be removed, the Works in accordance with Section 6.17.1, and Tenant has failed to take such action within six (6) months of written notice from Landlord, then Landlord may take such steps and do such acts as in Landlord's reasonable opinion are necessary to remove the Works and all costs, expenses and damages reasonably incurred by Landlord with respect thereto are to be paid by Tenant forthwith, upon demand by Landlord, to Landlord.
- 6.17.3 While completing any demolition, removal, repair or restoration contemplated in this Section 6.17.1 Tenant shall have no obligation to pay rent to Landlord.
- 6.17.4 By no later than the 19th anniversary of COD, if Tenant does not exercise its option to extend the Term, or at least one (1) year prior to the expiry of the extended Term, as applicable, if Tenant exercises its option to extend the Term pursuant to Section 3.1 and Schedule "E," Tenant will obtain and provide to Landlord an engineering study estimating the cost to complete the decommissioning work in accordance with the Decommissioning Standards identified in Section 6.17.1. Concurrently with presentation of such study, Tenant will give to Landlord a security deposit in the form of a performance bond, cash deposit or irrevocable letter of credit (as elected by Tenant) in an amount calculated as the estimated cost in such study less the amount of the salvage value of the improvements comprising the Works, to stand as security for Tenant complying with its obligations set out in Sections 6.17.1 and 6.17.2. Within three (3) months of Tenant fulfilling its obligations under Section 6.17.1, the performance bond, cash deposit or irrevocable letter of credit will be returned by Landlord to Tenant. In the event of a dispute between Landlord and Tenant as to whether the obligations under Section 6.17.1 have been satisfied, then the matter shall be determined by the evaluation and confirmation of the same engineering firm which authored cost study referenced in this Section 6.17.4.

6.18 Approvals

Landlord covenants and agrees to execute all applications, consents, permissions, agreements, postponements, partial discharges and any other documents which Tenant may reasonably require in connection with obtaining any rezoning, governmental approvals, consents, permits or variances (collectively, "**Approvals**") and in connection with entering into by Tenant of any agreements with such governmental and public authorities as may be necessary to give due force and effect to and in

furtherance of Tenant's applications, and Landlord will produce all other documents and information which may be required in connection with such applications. All applications for Approvals are to be made by Tenant, at its sole cost and expense, and any costs to Landlord associated with such Approvals will be borne by Tenant. Tenant agrees that the obligation of Landlord pursuant to this Section is restricted to execution of documents and production of documents and information and does not impose upon Landlord any financial obligation whatsoever.

6.19 Land Code Exemptions

The Landlord hereby declares, and acknowledges that the Tenant is relying upon such declaration for the purpose of entering into this Lease, that: (i) the Tenant's proposed use of the Leased Lands within Reserve No. 2 constitutes a Development of Land for Commercial Purposes pursuant Section 36.01 of the HIFN Land Code, (ii) this Lease and the rights granted to the Tenant or a Secured Creditor of the Tenant have been exempted by Land Law in accordance with Section 36 of the HIFN Land Code from Sections 31.02, 34 and 35 of the HIFN Land Code and from the authority of Council to expropriate all or any part of the Leased Lands pursuant to Section 16 of the HIFN Land Code, and (iii) the requirements of Section 35.05(d) and Section 35.06 for any charge or mortgage held by a Secured Creditor has been waived in accordance with Section 35.07 of the HIFN Land Code. The application of Sections 31.02, 34 or 35 of the HIFN Land Code to the Tenant or a Secured Creditor of the Tenant, or the expropriation of all or any part of the Leased Lands, shall be deemed to be a Change of Aboriginal Law for the purposes of the Landlord Indemnity contained in Schedule "E" of this Lease.

ARTICLE 7 INSURANCE

7.1 Tenant's Insurance

At its sole cost and expense and prior to accessing the Property for any purpose related to the siting, assessment or construction of the Works, Tenant will provide and maintain in full force and effect with financially responsible insurance carriers having a Best's Financial rating of not less than A- VIII or Standard and Poors A, insurance which is to remain in effect throughout the Term of the Lease and which, as applicable, will include (but not be limited to):

- (a) automobile liability insurance covering owned, non-owned, hired, leased and rented automobiles and automotive equipment providing coverage for injury, death, or property damage;
- (b) commercial general liability insurance covering bodily injury, death, personal injury and damage to property; such policies shall be written on a comprehensive basis with limits of not less than Five Million Dollars (\$5,000,000) for bodily injury to any one or more persons, or property damage (limits may be satisfied through a combination of primary and excess policies); and
- (c) workers compensation as required by the *Ontario Workplace Safety and Insurance Act* (Ontario) or similar legislation covering all persons employed by Tenant or subcontractors for work performed in regard to the Works;
- (d) "All Risk" property insurance (including flood and earthquake) upon property of every description and kind owned by Tenant, or for which Tenant is legally

liable, or installed by or on behalf of Tenant on the Leased Land, including without limitation, stock-in-trade, furniture, fittings, installations, signs, alterations, additions, partitions, fixtures and anything in the nature of a leasehold improvement in an amount of not less than the full replacement cost thereof without deduction for depreciation, subject to an agreed amount clause and an inflation protection endorsement; and

- (e) any other form or forms of insurance as Landlord or any Mortgagee of Landlord may require from time to time, acting reasonably, in amounts and for insurance risks against which a prudent tenant would protect itself.

All Tenant's insurance shall include (i) Landlord and its Mortgagee(s) as an additional insured as its interests may appear and include severability of interest and cross-liability endorsements, (ii) a waiver of any rights of subrogation which the insurers of Tenant may have against either or both Landlord or its Mortgagees or those for whom either or both Landlord or its Mortgagees are in law responsible whether the damage is caused by the act, omission or negligence of either or both Landlord or its Mortgagees or those for whom either Landlord or its Mortgagees are responsible, and (iii) a clause stating that Tenant's insurance policy will be considered as primary insurance and shall not call into contribution any other insurance that may be available to Landlord. The cost of premiums for each and every such policy of Tenant's insurance shall be paid by Tenant.

Prior to the Commencement of Construction, Tenant will supply Landlord with a certificate of insurance outlining the applicable coverages and indicating that the coverages will not be cancelled, non-renewed, nor materially changed by endorsement or through issuance of other policies of insurance which restricts or reduces coverage, without the insurer giving at least 90 days' advance written notice to Landlord.

7.2 Landlord's Insurance

Landlord will obtain, take out and maintain, throughout the Term general liability insurance and commercial general liability insurance covering bodily injury, death, personal injury and damage to property; such policies shall be written on a comprehensive basis with limits of not less than Five Million Dollars (\$5,000,000) for bodily injury to any one or more persons, or property damage and limits may be satisfied through a combination of primary and excess policies.

Tenant shall not do or permit anything to be done upon the Leased Lands which shall cause the rate of Landlord's insurance on the Reserve (including without limitation, the Leased Lands) to be increased and if the rate of insurance on the Reserve shall be increased by reason of any use made of the Leased Lands or by reason of anything done or omitted or permitted to be done by Tenant or by anyone permitted by Tenant to be upon the Leased Lands, Tenant shall on demand pay to Landlord the amount of such increase. Tenant will not do or permit anything to be done that results in the cancellation or threatened cancellation or the reduction or threatened reduction of coverage under any insurance policy on the Leased Lands or the Reserve or any part of thereof.

ARTICLE 8 DEFAULT

8.1 Tenant Default and Landlord Remedies

Each of the following constitutes an event of default ("Event of Default") under this Lease:

- (a) Tenant fails to pay amounts required to be paid by this Lease when due, and such failure or omission has continued for 10 Business Days after written notice is given by the Landlord; or
- (b) Tenant fails in any material respect to perform or comply with any of the terms, duties, obligations or conditions of Section 7.1 (Insurance) and such failure or omission has continued for 20 Business Days after written notice given by Landlord to Tenant; or
- (c) Tenant fails in any material respect to perform or comply with any of the other terms, duties, obligations or conditions of this Lease (for clarity, other than the defaults described in subsections 8.1(a) or (b)) and such failure or omission has continued for 60 days (or such longer period as may be reasonably required to cure such failure or omission, if such failure or omission cannot reasonably be cured with such 60-day period) after written notice given by the Landlord to the Tenant; or
- (d) Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors (including without limitation, the Bankruptcy and Insolvency Act and the Companies' Creditors Arrangement Act), or makes any proposal, assignment or arrangement with its creditors, or a receiver or a receiver and manager is appointed for all or a part of the property of Tenant, or steps are taken or proceedings are instituted for the dissolution, winding up or other termination of Tenant's existence or for the liquidation of its assets or this Lease or any of Tenant's assets on the Leased Lands are taken or seized under a writ of execution, an assignment, pledge, charge, debenture, or other security instrument, and in any such case Tenant fails to commence proceedings to contest such actions within 30 days.

Upon the occurrence of any Event of Default by Tenant which continues unremedied, the Landlord may exercise any and all rights and remedies of the Landlord available to it either by any other provision of this Lease or by Applicable Law, except termination of the Lease. Except in the case of an Event of Default under Section 8.1(d), the Landlord may only terminate the Lease by written notice given to the Tenant given in accordance with the terms of the Lease and in accordance with Applicable Law, if an Event of Default or a series of Events of Default has occurred and has remained unremedied for in excess of two(2) years. Upon termination, subject to Section 6.16 of this Lease, the Landlord may immediately repossess the Leased Lands and expel all Persons from the Leased Lands and the Tenant shall thereupon remove or cause the removal of all property from the Leased Lands in accordance with the terms and requirements of Section 6.17 this Lease.

8.2 Tenant Termination

Notwithstanding the foregoing, Tenant may at its option and upon sixty (60) days' written notice to Landlord terminate this Lease, provided that nothing shall release Tenant of its obligations and liabilities pursuant to this Lease arising with respect to the period prior to the effective date of termination (including, for greater certainty, the obligations of Tenant pursuant to Section 6.17 of this Lease).

8.3 Landlord May Cure Tenant's Default

If Tenant defaults in the payment of money that it is required under this Lease to pay to a third party, Landlord, after giving Tenant 10 Business Days' notice in writing to Tenant, may pay all or part of the amount payable. If Tenant defaults under this Lease (except for a default in the payment of Rent), Landlord may, after giving Tenant 15 Business Days' notice in writing or, without notice in the case of an emergency, perform or cause to be performed all or part of what Tenant failed to perform and may enter upon the Leased Lands and do those things that Landlord considers necessary for that purpose. Tenant will pay to Landlord on demand, Landlord's expenses incurred under this Section 8.3 plus an amount equal to ten percent (10%) of those expenses for Landlord's overhead. Landlord will have no liability to Tenant for loss or damages resulting from its action or entry upon the Leased Lands.

8.4 Rights Cumulative

The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord shall be deemed to be in exclusion of any other rights or remedies provided in this Lease or by law or in equity.

8.5 Acceptance of Rent - Non-Waiver

No receipt of monies by Landlord from Tenant after the cancellation of this Lease in any lawful manner shall reinstate, continue or extend the Term, or affect any notice previously given to Tenant or operate as a waiver of the right of Landlord to enforce the payment of Rent then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Leased Lands by proper suit, action, proceedings or other remedy. After the service of any notice to cancel this Lease and the expiration of any time therein specified or after the commencement of any suit, action, proceeding or other remedy, or after a final order or judgment for possession of the Leased Lands, Landlord may demand, receive and collect any monies due, or thereafter falling due without in any manner affecting such notice, suit, action, proceeding, order or judgment. Any and all such monies so collected shall be deemed payments on account of the use and occupation of the Leased Lands or at the election of Landlord on account of Tenant's liability hereunder.

8.6 No Waiver

No condoning or waiver by either Landlord or Tenant of any default or breach by the other at any time or times in respect of any of the agreements, terms, covenants and conditions contained in this Lease to be performed or observed by the other shall be deemed or construed to operate as a waiver of Landlord's or Tenant's rights under this Lease, as the case may be, in respect of any continuing or subsequent default or breach nor so as to defeat or affect in any way the rights or remedies of Landlord or Tenant under this Lease, as the case may be, in respect of any such continuing or subsequent default or breach. Unless expressly waived in writing, the failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the agreements, terms, covenants and conditions contained in this Lease to be performed or observed by the other shall not be deemed or construed to operate as a waiver for the future strict performance or observance of such agreements, terms, covenants and conditions. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any of the agreements, terms, covenants and conditions contained in this Lease on its part to be observed and performed regardless of Landlord's knowledge of such preceding breach at the time of its acceptance of such Rent.

8.7 Accord and Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earlier stipulated Rent, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such cheque or payment without prejudice to Landlord's rights to recover the balance of such Rent or pursue any other remedy provided in this Lease.

8.8 New Lease

Notwithstanding Section 8.1(d), if this Lease is repudiated, disclaimed, rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within 90 days after such event, Tenant or a purchaser has arranged to the reasonable satisfaction of Landlord for the payment of all payments or other charges due and payable by Tenant pursuant to this Lease as of the date of such event, then Landlord will execute and deliver to Tenant or purchaser, or to a designee of one of these parties, as the case may be, a new Lease ("**New Lease**") which (i) is to be for a term equal to the remainder of the Term before giving effect to such rejection or termination; (ii) is to contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Tenant or purchaser prior to rejection or termination of this Lease); and (iii) will include that portion of the Leased Lands in which Tenant or purchaser had an interest on the date of rejection or termination. The provisions of this Section survive the termination, rejection or disaffirmation of this Lease and continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Landlord and Tenant, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such New Lease, Tenant or such purchaser may use and enjoy the Leased Lands without hindrance by Landlord or any Person claiming by, through or under Landlord; provided that all of the conditions for the New Lease as set forth above are complied with.

ARTICLE 9 SECURED CREDITOR PROTECTION

9.1 Right to Mortgage

Without Landlord's consent or approval, Tenant may Mortgage, charge, pledge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Lease, the Leased Lands and the Works. These various security interests are collectively referred to as "Security" and each holder of Security is referred to as a "Secured Creditor". Whenever Tenant has granted Security, which Landlord acknowledges may occur at any time and from time to time during the Term of the Lease, Tenant or Secured Creditor shall give notice of the Security (including the address of Secured Creditor for notice purposes) to Landlord, and, upon the giving of such notice, Landlord agrees that it shall execute and deliver to Tenant and Secured Party a Security Acknowledgement Agreement, in the form appended to this Lease in Schedule "G"; provided that failure to give this notice does not constitute a default under this Lease. Landlord shall, if requested by Tenant, acting reasonably, in connection with the completion of a structured financing arrangement, deliver its signatures to the Security Acknowledgement Agreement to appropriate legal counsel, in escrow, pending the signature of definitive documents by Tenant and Secured Creditor comprising the Security and delivery to Landlord of the notice referred to in the preceding sentence.

ARTICLE 10 TAXES

10.1 Taxes

- 10.1.1 Tenant covenants and agrees to pay any additional Taxes that may be validly assessed and levied against the Landlord from time to time by a Governmental Authority as a result of Tenant's interest in the Leased Lands and the Works or in connection with its operations thereon, either to the applicable Governmental Authority, if separately assessed, or to Landlord if part of Landlord's tax assessment. Landlord agrees to advise Tenant of any such Taxes in a timely manner and to remit all such Taxes paid by Tenant to Landlord to the applicable Governmental Authority. For greater certainty, the foregoing shall not apply with respect to taxation levied against the Landlord pursuant to First Nations Laws, Aboriginal Laws, or any taxation in nature of a tax relating to the income, revenues, royalties, capital gains or other economic gains realized by the Landlord in connection with this Lease or the Project.
- 10.1.2 Tenant may contest the amount of any Taxes for which Tenant is responsible under this Lease. Tenant may institute such proceedings as Tenant considers necessary in connection therewith and if Tenant contests any such Taxes, Tenant may pay the same under protest or withhold or defer payment; provided that any such withholding or deferral of payment does not interfere with or affect the interest of Landlord in the Leased Lands. In connection with the contest by Tenant of any Taxes, Landlord agrees to provide reasonable assistance to Tenant provided that all costs related to such contest are borne by Tenant.

10.2 Harmonized Sales Tax

If Landlord is a registrant pursuant to the Excise Tax Act (Canada) ("ETA"), and if harmonized sales tax ("HST") is at the time required to be paid on either or both the Rent or royalties, Tenant will be liable for and will pay to Landlord an amount equal to the current rate of HST expressed as a percentage of the Rent or royalties, as the case may be, representing HST payable under the ETA in connection with the supply of the rights, privileges and leasehold premises under the Lease. On receipt of the aforementioned amount representing HST, Landlord will remit such amount on a timely basis to the appropriate Governmental Authority pursuant to and in accordance with the provisions of the ETA. The foregoing provisions also apply, mutatis mutandis, to any other applicable sales or value added taxes payable from time to time on the consideration set forth above.

ARTICLE 11 INTEREST IN LAND

11.1 Interest in Land

This Lease, and the rights and privileges created thereby, is of the same force and effect, to all intents and purposes, as a covenant running with the Leased Lands and these presents, including all of the covenants and conditions herein contained, extend, are binding upon and inure to the benefit of Landlord and Tenant, and their respective personal legal representatives, successors and assigns, as the case may be.

11.2 Landlord's Title

Landlord represents and warrants to Tenant that Landlord has: (i) good and valid aboriginal interest in and to the Leased Lands under Applicable Laws and full administration and power to manage the Reserve pursuant to the Individual Agreement; and (ii) full legal right and authority to execute this Lease and to grant to Tenant the rights, interests and privileges set out in this Lease, subject only to those encumbrances listed in Schedule "C". Landlord will take such steps to ensure that such interest of Landlord remains registered in the First Nation Land Register and unencumbered except as set out in Schedule "C" or as approved by Tenant, acting reasonably. Landlord shall defend its title to the Leased Lands against parties claiming title or otherwise attempting to exercise rights to possession of all or any portion of the Leased Lands or the balance of the Reserve (either through aboriginal title, treaty rights, or otherwise), to the extent such interests are inconsistent with a leasehold grant of quiet enjoyment pursuant to this Lease or with the exercise by Tenant of its rights pursuant to the Lease.

11.3 Registration

Tenant is entitled, at its cost and expense, to register this Lease or a notice of this Lease in the First Nation Land Register and any required reference plans for the Leased Lands and Landlord agrees to execute, at no cost to Tenant, all necessary instruments, plans and documentation for that purpose.

11.4 Assignment by Landlord

This Lease may be assigned by Landlord with the prior written consent of Tenant, acting reasonably. Notwithstanding the foregoing, Landlord is not required to obtain the prior written consent of Tenant with respect to any assignment that might result from a sale of the Leased Lands or the granting of a subsequent security interest in the Leased Lands provided Landlord otherwise complies with its obligations to obtain an assumption agreement in favour of the Tenant and Secured Creditor in which the assignee agrees to be bound by the terms of this Lease and perform the obligations of the Landlord hereunder. In the event of the assignment by Landlord of this Lease or any interest of Landlord hereunder, and to the extent that such purchaser or assignee assumes the covenants and obligations of Landlord hereunder, Landlord shall, thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.

11.5 Transfers by Tenant

11.5.1 Tenant shall be permitted to effect a Transfer without the prior written consent of Landlord.

11.5.2 If Tenant intends to effect a Transfer, in whole or in part, Tenant will give prior written notice to Landlord of such intent specifying the Transferee and providing Landlord with basic information regarding the Transferee, including, without limitation, information concerning the principals of the Transferee.

11.5.3 Notwithstanding Section 11.5.1, in connection with any Transfer, Tenant and the Transferee shall execute an agreement with Landlord providing for the following:

- (i) in the event of an assignment, the Transferee's agreement to be bound by all of the terms, covenants and conditions in this Lease as if such Transferee had originally executed this Lease as tenant (including without limitation, the provisions of section 2.2 relating to the use of the Leased Lands);

- (ii) if the Transferee is a subtenant, the Transferee's agreement that, at Landlord's option, all of the Transferee's right, title and interest in and to the Leased Lands absolutely terminates upon the surrender, release, disclaimer or merger of this Lease, notwithstanding the provisions of sections 17, 21 or subsection 39(2) of the *Commercial Tenancies Act*; and
- (iii) if the Transferee is a subtenant, the Transferee's waiver of any rights it may have as under-tenant pursuant to section 32 of the *Commercial Tenancies Act*.

And upon delivery of the agreement contemplated by Section 11.5.3(i) to Landlord, Tenant shall be deemed to be released of all of its liabilities and obligations pursuant to this Lease arising as of and from the effective date of such Transfer.

11.5.4 Subject to the foregoing, Tenant's right to Transfer shall be without further consideration becoming payable to Landlord herein.

11.5.5 Waiver of Indian Act Exemption

The Landlord hereby waives any rights that it may have pursuant to Section 89(1) of the *Indian Act* (Canada), and declares that such rights are not intended to nor shall be applicable to this Lease.

ARTICLE 12 ESTOPPEL CERTIFICATES

12.1 Status Statement

On demand being made by Landlord or Tenant from time to time, Tenant or Landlord, as applicable, shall execute and deliver to Tenant or Landlord (or any Mortgagee), as applicable, a statement in writing certifying that the Lease is unmodified and in full force and effect (or if modified, stating the modification and that the Lease is in full force and effect as modified), the Commencement Date, the amount of Rent then being paid hereunder, the dates to which Rent has been paid, whether or not there is any existing default on the part of Landlord or Tenant of which the other party is aware and any other particulars that Landlord or its Mortgagee may request.

12.2 Attornment

If proceedings are brought under any Mortgage made by Landlord covering the Leased Lands, Tenant shall attorn to the Mortgagee or the purchaser upon any such foreclosure or sale and recognize such Mortgagee or the purchaser as Landlord under this Lease. Tenant shall execute promptly such instruments or certificates to carry out the intent of this section 12.2 as shall be requested by Landlord, or such Mortgagee or purchaser.

ARTICLE 13 GENERAL

13.1 Notices

All notices to be given hereunder are to be in writing and all such notices and any payments to be made hereunder may be made or delivered by courier or sent by registered letter addressed as follows:

To Landlord:

295 Pickerel River Road
Pickerel, Ontario
POG 1J0

Attention: The Chief

To Tenant:

355 Adelaide Street West, Suite 100
Toronto, Ontario
M5V 1S2

Attention: Legal Counsel

With a copy to:

Pier 1, Bay 3
San Francisco, CA 94111
United States of America

Attention: Legal Counsel

or such other address as Landlord or Tenant respectively may from time to time advise the other by notice and any such notices or payments will be deemed to be given and received by the addressee upon delivery by courier or, if served by registered letter, 14 days after mailing thereof, postage prepaid. If there is a postal interruption, all notices to be given and all payments to be made hereunder are to be made or delivered by courier to the intended recipient at the address of the recipient set out above. Tenant is permitted to make any payment to Landlord electronically at Tenant's discretion and subject to Landlord's consent.

13.2 Further Assurances

Each of Landlord and Tenant, if so requested by the other, will promptly execute such further documents and any other reasonably required assurances in respect of this Lease and the interest of Tenant in and to the Leased Lands as may be required to perfect Tenant's rights and privileges and interests granted pursuant to this Lease and Tenant's interest in the Leased Lands. Landlord further agrees to execute and deliver or cause to be executed and delivered any further legal instruments, including, without limitation, any required consents, and to perform any acts which are or may become necessary to effectuate the purposes of this Lease and to complete the transactions contemplated hereunder. All costs associated with the requirements under this Section are to be borne by Tenant.

13.3 Non-Waiver

No waiver of a breach of any of the covenants by a party to this Lease is to be construed to be a waiver by the non-breaching party of any succeeding breach of the same or any other covenant by the breaching party.

13.4 Entire Lease

This Lease and the Schedules attached hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, letters of intention and discussions between such parties, whether oral or written. There are no representations, warranties, collateral agreements, conditions or other agreements between Landlord and Tenant in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease is binding unless in writing and executed by both Landlord and Tenant. Each and every provision of this Lease will be construed as a covenant and agreement. If any provision of this Lease is illegal or unenforceable, it will be considered separate and severable from the remaining provisions of this Lease, which will remain in force and be binding as though the said provision had never been included.

13.5 No Affect on Statutory Rights

Nothing in this Lease is intended to adversely affect Tenant's ability to exercise any rights or powers authorized under any instrument issued by the Ontario Energy Board pursuant to the *Ontario Energy Board Act, 1998* (Ontario) (and any other successor legislation).

13.6 Planning Act

To the extent applicable with regard to the Reserve, this Lease and the provisions hereof, which create or are intended to create an interest in the Leased Lands, is to be effective to create such an interest only if the subdivision control provisions of the *Planning Act* (Ontario), as amended, are complied with. Tenant hereby declares in accordance with Section 50(3)(d.1) of the *Planning Act* (Ontario) that the Leased Lands being acquired by Tenant pursuant to this Lease are for the purposes of a renewable energy generation facility or renewable energy project.

13.7 Confidentiality

Any information to which Landlord has access, or which comes into Landlord's possession relating to Tenant's activities, including any wind assessment data or the terms and conditions of this Lease (collectively, the "**Confidential Information**"), is to be held in the strictest confidence by Landlord and, Landlord will not disclose any Confidential Information to any third party except as may be required by law or on the same confidential basis as provided herein and then only to Landlord's legal and financial advisors who have a *bona fide* and actual need to know such Confidential Information; (ii) Landlord or its agents will not use any such Confidential Information, other than as may be required or permitted to perform any of its obligations under this Lease; and (iii) Landlord or its agents will not exploit (whether for commercial or other purposes) or otherwise use any such Confidential Information. Landlord acknowledges that a breach of any of the provisions contained herein would cause Tenant to suffer loss which could not be adequately compensated for by damages and Tenant may, in addition to any other remedy or relief, enforce the performance of the provisions of this Section by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage. Upon the expiration or earlier termination of this Lease, all Confidential Information will continue to be kept confidential by Landlord. Landlord acknowledges that it is aware that (i) the Confidential Information

being furnished to it contains material, non-public information regarding Tenant and (ii) applicable securities laws (including those of the United States and Canada) prohibit any persons who have material, non-public information concerning the matters which are the subject of this Lease, from purchasing or selling securities of a company using such information or from communicating such information to any person (including its affiliates) under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information. Landlord further confirms that it has in place internal information protection mechanisms to prevent unauthorized use of the Confidential Information

13.8 Time of the Essence

Time is of the essence of this Lease.

13.9 Force Majeure

If and to the extent that either Landlord or Tenant is prevented, delayed or restricted in the fulfillment of any obligation hereunder, other than the payment of Rent by Tenant or its obligations pursuant to sections 6.14.7 (Environmental Exit Audit) and 6.17 (Removal of Works) and, because of any cause beyond the control of the party affected, which prevents the performance by such party of any obligation hereunder and not caused by its fault or default and not avoidable by the exercise of reasonable effort including, without limitation, strikes, labour disturbances, civil disturbance, acts, orders, legislation, regulations or directives of any government or public authority, including delay in or failure to issue building permits, acts of a public enemy, war, riot, sabotage, earthquake, fire, storm, hurricane, flood, explosion or Act of God, it will be deemed not to be a default in the performance of such obligation and any period for the performance of such obligation will be extended accordingly and the other party to this Lease will not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

13.10 Law of Contract

This Lease will be construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein without, for greater certainty, any reference to Aboriginal Law (and without reference to conflicts of law principles). Each of the Parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario. The Parties hereby waive reliance on any application of any concept of sovereign immunity or self-determination now or hereafter in respect of the construction of this Agreement or the rights or obligations of Landlord under this Agreement.

13.11 No Joint Venture

It is expressly agreed between the parties that there is no intention to create a joint venture, partnership or any other relationship between the parties, other than that of landlord and tenant.

13.12 Counterparts

This Lease may be executed in counterparts, each of which will be deemed to be an original and both of which taken together will constitute one and the same instrument. It will be sufficient proof of execution and delivery of a counterpart to produce a copy thereof that has been electronically transmitted.

[SIGNATURE PAGE FOLLOWS]

THIS LEASE has been executed as of the date first set out above by persons duly authorized to sign on behalf of each of Landlord and Tenant.

LANDLORD:

HENVEY INLET FIRST NATION, as represented
by its duly elected Council

Name:
Office:

Name:
Office:

*Pursuant to Band Council Resolution No.
we have authority to bind Henvey Inlet First Nation*

TENANT:

HENVEY INLET WIND GP INC.

Name: Colin Edwards
Office: President

I have authority to bind the Corporation.

SCHEDULE "A"
DESCRIPTION OF LEASED LANDS
(ATTACHED PLAN)

SCHEDULE "B"

LAND RENT AND PRODUCTION ROYALTY

Land Rent

1. Arising from and after November 4, 2014, the Tenant will be obligated to pay to the Landlord on and subject to the terms set forth herein an annual amount representing pre-COD land rental, in the annual amount of CAD\$500,000.00 exclusive of HST (the "**Pre-COD Land Rent**"). The Pre-COD Land Rent shall be payable by the Tenant to the Landlord on the following terms:
 - a. The Pre-COD Rent shall be paid in advance in equal quarterly instalments of \$125,000.00 each. The first installment shall be an installment of \$79,167.00 payable as of November 4, 2014, with respect to the period between November 4, 2014 and December 31, 2014. Subsequent equal installments of \$125,000.00 shall be payable as of January 1, 2015 and on each three (3) month anniversary of such payment date, subject to section 11(b).
 - b. The Pre-COD Rent shall be payable until the date which is the earlier of (i) the date of Commercial Operation; and (ii) December 31, 2017, and on such date, the Tenant shall calculate and notify the Landlord in writing of a future rental credit (the "**Prorated Rent Credit**") in the amount calculated as follows:

$$\text{Prorated Rent Credit} = \$125,000.00 \times \frac{(90-n)}{90}$$

Where:

n = the number of days between the date of payment of the final Pre-COD Land Rent installment and the date established in 11(b)(i) or (ii), as applicable.

The Prorated Rent Credit as calculated in Section 1(b) above shall be applied as a payment credit toward any subsequent amounts of Rent or Royalty Payments (defined below) payable pursuant to this Lease.

Production Royalty

2. Provided that the Project has been fully constructed and COD has been achieved, then, from and after COD and continuing through the Term, the Tenant shall pay to the Landlord, as consideration for the rights granted hereunder, a royalty payment based on metered electricity sales of the Project in accordance with the terms set forth herein. The royalty payment (the "**Royalty Payment**") shall be solely calculated for each year of the Term, as may be extended from time to time, in accordance with the following percentages:
 - a. A base land lease royalty in an amount equal to 1.50% of the aggregate cash payments received directly by the Tenant pursuant the FIT Contract attributable to the full power purchase price then in effect for the applicable period in respect of the MWh of electricity actually supplied to power purchaser(s) from the Project during the generating period(s) associated with the payments received by the Tenant for wind power sales (the "**Net Power Generation**") from purchasers of wind power;

- b. An incremental land lease royalty in an amount equal to 1.50% of the aggregate cash payments received directly by the Tenant pursuant the FIT Contract attributable to the full power purchase price then in effect for the applicable period, less the amount of the Aboriginal Price Adder, if applicable, in respect of the Net Power Generation; and
- c. An incremental aboriginal adder royalty in an amount equal to 20.00% of the aggregate cash payments received directly by the Tenant pursuant the FIT Contract attributable solely to the amount of Aboriginal Price Adder, if applicable, in respect of the Net Power Generation.

For the purposes of this Schedule “B”, the term “**Aboriginal Price Adder**” shall have the corresponding meaning given to it in the FIT Contract, and at each time at which any calculation is made with respect the Aboriginal Price Adder, it shall mean the Aboriginal Price Adder then in effect in accordance with the terms of the FIT Contract.

Each applicable portion of the Royalty Payment shall be, for each respective year of the Term, calculated with reference to the applicable percentage of the aggregate cash payments received directly by the Tenant, and for certainty, shall exclude, without limitation any revenues, credits, reductions, reimbursements, abatements or other amounts of any kind or nature or the value thereof received by the Tenant from hedging transactions, financial activities, credits for environmental attributes such as carbon emission or renewable energy credits, curtailment or standby fees or payments, property tax credits, reductions, abatements or reimbursements or any other payments, credits, reductions, abatements or reimbursements under any program created by any governmental authority in connection with the development, construction or operation of energy conservation or renewable energy projects. For greater certainty, the Royalty Payment shall not be applicable to any period during which Net Power Generation is not being realized by the Project, including any extension term contemplated in Section 3.1 of this Lease.

The Royalty Payments which are payable from the Tenant to the Landlord shall be paid to the Landlord quarterly (i.e. March, June, September, December) within thirty (30) days after the Tenant's actual receipt of full contractual payment for the Net Power Generation for each such quarter.

SCHEDULE "C"
ENCUMBRANCES

SCHEDULE “D”

ENVIRONMENTAL STEWARDSHIP REGIME

The environmental stewardship regime or ESR (the “**ESR**”) applicable to the Project is comprised of the following instruments which were approved by the elected Band Council of the Landlord pursuant to **[Band Council Resolution 2015/16-____ on _____, 2015 as Land Law 2015-16005]** (the “**ESR Land Law**”):

1. The Nishshing Aki Map attached as Schedule “A” to the ESR Land Law;
2. The regime document entitled “HIFN Environmental Stewardship Regime – Environmental Assessment and Permitting for the Proposed HIW Energy Centre on Henvey Inlet Reserve No. 2 Lands” attached as Schedule “B” to the ESR Land Law; and
3. The “Henvey Inlet First Nation – EA Guidance Instrument to Henvey Inlet Wind LP for the Proposed On-Reserve Energy Centre” attached as Schedule “C” to the ESR Land Law.

SCHEDULE "E"

EXTENSION OF TERM

1. Definitions

In this Schedule:

- a. "**Initial Term**" in relation to the Lease means the Term of the Lease, not including any extensions thereof, and "**One Year Extended Term**" means the extended Term of the lease pursuant to the One Year Extension Option in the Schedule;
- b. "**Original Tenant**" means Henvey Inlet Wind GP Inc. or any permitted assignee or successor thereto approved by Landlord pursuant to the Lease or as otherwise permitted by the Lease; and
- c. "**NPPA**" means a power purchase agreement or renewal, taking effect after the termination or expiry of the FIT Contract, between the Original Tenant and any power purchaser (whether a government entity, a private power purchaser, or otherwise) with whom the Original Tenant deals at arm's length (within the meaning of such term in the context of the *Income Tax Act* (Canada)).

2. Options to Extend

Provided Tenant is not then in material default under the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Lease, Tenant shall have three (3) separate options to extend the Term of the Lease in accordance with Section 3 of this Schedule "E" and an option to extend the Term of the Lease for a period equivalent to the term of an NPPA plus two years, as provided in this Schedule "E".

3. One Year Extension Options

Upon delivery by Tenant of written notice, the Initial Term may be extended by the Tenant for three (3) separate and successive one (1) year periods (each a "**One Year Extension**"), provided that such notice:

- a. is delivered not less than six (6) months' and not more than eighteen (18) months' prior to the expiration of the Initial Term, or the one-year anniversary thereof, as applicable, time being of the essence thereof, and
- b. includes evidence satisfactory to Landlord, acting reasonably, that Tenant is actively and diligently pursuing an NPPA in good faith, including without limitation, negotiating an NPPA or applying for an NPPA pursuant to a public request for proposals.

During any One-Year Extension, Tenant shall pay to Landlord land rent in the aggregate annual amount of the greater of Fifty Thousand Dollars (\$50,000.00) per annum (payable in equal quarterly installments and indexed in accordance with changes in the CPI as defined in the FIT Contract), or an amount equivalent to the Royalty Payment (calculated in accordance with Schedule "B" of the

Lease with respect to any actual Net Power Generation during such One Year Extension, if any, and not with respect to historical Net Power Generation realized during any year of the Term).

4. NPPA Extension

Upon delivery of not less than six (6) months' and not more than eighteen (18) months' written notice of Tenant's exercise of option to extend the Initial Term or any One Year Extension of this Lease for the purposes of an NPPA, and provided such notice includes a fully executed copy of the NPPA and a reasonable written plan for upgrading, reconstructing, renovating, rebuilding or re-equipping the Project, at Tenant's expense, as may be required for the Project to be capable of continued production of electrical power (as determined by Tenant in its sole discretion) for the term of the NPPA to sell such power, together with a reasonable and viable plan for financing such work and equipment, if applicable and if necessary, then the Term of the Lease shall be extended for a period (not to exceed 22 years, unless otherwise agreed to by HIFN) ending on the earlier of the termination date of the NPPA plus two years (the "**NPPA Extension**") or the date upon which the NPPA offer is terminated, withdrawn, rejected or expires, on the same terms and conditions as set out in the Lease except that there shall be no option for a further NPPA Extension. Rents payable with respect to the NPPA Extension shall be as reflected in the Production Royalty section in Schedule "B" of this Lease.

5. Documentation

Tenant, at Landlord's direction, shall execute a supplemental agreement prepared by Landlord at Tenant's expense to give effect to the terms of an extension pursuant to this Schedule.

SCHEDULE "F"

LANDLORD INDEMNITY

1. Landlord and Tenant hereby acknowledge, confirm, and covenant as follows:

(a) For the purposes of this Schedule "F":

"Change of Aboriginal Law" means any change in Aboriginal Law (including change in enforcement thereof) arising after the date of this Agreement, but does not include:

- i. changes of Aboriginal Law contemplated in the Project Documents (including, for greater certainty, the ESR as set forth in Schedule "D" hereto); or
- ii. changes of Aboriginal Law that are no more onerous in any material respect than analogous laws, rules, orders, guidance or other like measures or requirements, or the enforcement of any of the foregoing, that are enacted or enforced by the Government of Ontario or the Government of Canada and would apply in respect of the Project or the Tenant (for greater certainty, excluding any Ontario or Federal laws in the nature of environmental assessment laws or Tax Laws or laws or ordinances which directly or indirectly prohibit, restrict or otherwise adversely affect the construction or operation of wind energy generation projects) if: (i) the Project and the operation of the Project by Tenant were wholly within the Province of Ontario but outside the Reserve and (ii) there were no Aboriginal Laws applicable to the Project or its operation;

"Discriminatory Effect" means any increase in costs, decrease in revenues, or other reasonably quantifiable adverse economic consequences (including without limitation legal costs in defense of a Change of Aboriginal Law) in respect of the Tenant or the Tenant's interest in the Project:

- (a) resulting from any Change of Aboriginal Law that is a Tax Law; or
- (b) which can be reasonably be attributable to a Change of Aboriginal Law (other than a Tax Law), provided that in calculating such increase or decrease, the Tenant shall, to the extent practicable and reasonable, be obligated to take reasonable steps to mitigate;

"Project Documents" means the material agreements to be entered into by the Tenant, its Affiliates, and third parties in connection with the ownership, development, construction and operation of the Project, including the limited partnership agreement (the "**LPA**") to be entered into between Pattern Renewable Holdings Canada ULC, Nigig Power Corporation and the general partner of the Tenant, the unanimous shareholder agreement (the "**USA**") to be entered into between Pattern Renewable Holdings Canada ULC and Nigig Power Corporation, and the acquisition and development agreement (the "**ADA**") to be entered into between the Tenant and Nigig Power Corporation;

“Tax Law” means laws, regulations, orders, rulings or like measure or requirement that relate to or have the indirect effect of creating: (i) a tax on income, capital, value added or like basis, or (ii) any royalty or other payment or other monetary obligations of any kind whatsoever, including fees and charges in the nature of development fees or charges, duties, levies, realty taxes, assessments or land use charges (except as expressly set forth and agreed to in this LOI or the Lease).

(b) Landlord covenants and agrees herein that it will not cause or permit any actions or otherwise allow circumstances to arise that result in a Discriminatory Effect. To the extent that Landlord, acting through Band Council, referendum or community vote or approval process has sufficient or necessary legislative or other lawful authority to repeal, rescind, reverse, except or otherwise prevent or lessen the Discriminatory Effect reasonably resulting from the application of the Change of Aboriginal Law to which such Discriminatory Effect is attributed, Landlord agrees that it will take all required action to exercise such authority within 30 days after receiving notice in writing from Tenant requesting it to exercise such authority.

(c) To the extent that there is a Discriminatory Effect, Landlord agrees that it will indemnify and save harmless Tenant (and any permitted secured lender or assignee of Tenant pursuant to this Lease) and its Affiliates, owners, directors, officers, employees, agents and representatives (the **“Tenant Indemnified Parties”**), with respect to such Discriminatory Effect. Landlord shall pay to Tenant, as liquidated damages and not as a penalty, by way of set-off against its entitlements to Rent pursuant to this Lease, an amount equal to the Discriminatory Effect accruing from the date the Change of Aboriginal Law was effected. The aggregate liability of Landlord pursuant to the foregoing indemnity shall not exceed the aggregate amount of Rent pursuant to this Lease and the aggregate of distributions pursuant to the LPA payable to Nigig Power Corporation (or its permitted assignees or transferees) for the total operational term of the Project, as set forth in the financial model for the Project to be developed pursuant to the USA.

SCHEDULE "G"
SECURITY ACKNOWLEDGEMENT AGREEMENT

THIS AGREEMENT dated as of the _____ day of _____, 2013.

B E T W E E N:

HENVEY INLET FIRST NATION
as represented by the duly elected council of the band
(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

**HENVEY INLET WIND GP INC., acting in its capacity
as general partner for and on behalf of HENVEY INLET
WIND LP**
(hereinafter called the "**Tenant**")

OF THE SECOND PART

- and -

●

(hereinafter called the "**Secured Creditor**")

OF THE THIRD PART

WITNESSES THAT WHEREAS:

- A. Landlord and Tenant are parties to a Lease agreement dated effective as of January 1, 2015 (the "**Lease**"), in respect of all or a portion of the Henvey Inlet Reserve No. 2, a reserve held by Her Majesty the Queen in right of Canada for the benefit of Henvey Inlet First Nation which lands are more particularly described in Exhibit "A" attached hereto (the "**Leased Lands**"), notice of which Lease was recorded in the [First Nations Land Registry] on January __, 2015 as Instrument No. _____;
- B. By a [**Charge / Security Agreement**] (the "**Charge**") dated as of _____, Tenant charged in favour of the Secured Creditor, amongst other things, all of the Tenant's right, title and interest in and to the Lease (hereinafter the "**Leasehold Interest**") as security for the Tenant's obligations referred to in the Charge, [notice of which was registered in the First Nations Land Registry on _____ as Instrument No. _____] and, as additional security for its obligations, entered into or may enter into further security documents with respect to the Lease and documents related thereto and the Tenant's rights therein (all of which security documents and the Charge are herein collectively referred to as the "**Security**");

- C. In accordance with the terms of Section 9.1 the Lease, Landlord, Tenant and the Secured Creditor have agreed to enter into this Agreement; and
- D. Terms capitalized and not defined herein shall have the meanings given to them in the Lease.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree with one another as follows:

1. Good Standing

Each of Tenant and Landlord hereby represent and warrant to the Secured Creditor that (i) the Lease is unmodified and in full force and effect; and (ii) neither Landlord nor Tenant is, to the best of the other's knowledge as at the date hereof, in default of any covenant, agreement or condition contained in the Lease or is aware of any facts or circumstances existing as at the date hereof which, with the passage of time or the giving of notice or both, would constitute a default.

2. Notice of Default and Opportunity to Cure

- (a) As a precondition to exercising any rights or remedies related to any alleged default by Tenant under the Lease, Landlord will give written notice of the default to the Secured Creditor at the same time as it delivers notice of default to Tenant, specifying in detail the alleged event of default and the required remedy.
- (b) The Secured Creditor shall have the same right to cure, within the cure period(s) specified herein, any default as Tenant, and/or the same right to remove any improvements by Tenant located on the Leased Lands as set forth in the Lease. The cure period for the Secured Creditor shall be the later of (i) the end of the applicable Tenant cure period as set forth in the Lease; (ii) sixty (60) days after the Secured Creditor is given the default notice provided in Section 2(a) hereof; or (iii) if applicable, the extended cure period provided for in Section 3 hereof. Failure by Landlord to give the Secured Creditor notice of default as set forth in Section 2(a) hereof does not diminish Landlord's rights against Tenant, but preserves all rights of the Secured Creditor to cure any default and to remove any improvements by Tenant or Secured Creditor located on the Leased Lands.
- (c) Following acquisition of all or a portion of its interest in the Leased Lands by the Secured Creditor as a result of either foreclosure, quit claim or acceptance of an assignment in lieu of foreclosure, or by a purchaser under a power of sale or judicial sale, this Lease will continue in full force and effect and the Secured Creditor or a party acquiring Tenant's interest in the Leased Lands, as promptly as reasonably possible, will commence the cure of all defaults under this Lease and thereafter diligently pursue such cure to completion; provided, however, that Secured Creditor or party acquiring Tenant's interest in the Leased Lands is not required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("**Non-Curable Defaults**"). Non-Curable Defaults are deemed to be waived by Landlord upon completion of foreclosure proceedings or acquisition of Tenant's interest in the Lease and the Leased Lands by such party. Neither the bankruptcy nor the insolvency of Tenant will be considered a default under this Lease as long as all payments and all other monetary charges payable by Tenant under this Lease are paid by Secured Creditor in accordance with the terms of this Lease.

3. Extended Cure Period

If any default by Tenant under this Lease cannot be cured without the Secured Creditor (or a receiver or receiver and manager acting on behalf of such the Secured Creditor) obtaining possession of all or part of Tenant's interest in the Leased Lands, then any such default will be deemed remedied if the Secured Creditor (or a receiver or receiver and manager acting on behalf of the Secured Creditor):

- (a) within 60 days after receiving notice from Landlord as set forth in Section 2(a) hereof, acquires possession of all or part of its interest in the Leased Lands, or begins appropriate judicial or non-judicial proceedings to obtain the same;
- (b) diligently prosecutes any such proceedings to completion; and
- (c) after gaining possession of all or part of its interest in the Leased Lands, performs all obligations, other than Non-Curable Defaults, as and when the same are due in accordance with the terms of this Lease, and if such Secured Creditor is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings will be extended for the period of such prohibition.

4. Secured Creditor Liability

While the Secured Creditor does not directly hold an interest in the Leased Lands, or to the extent the Secured Creditor's interest is held solely for security purposes, the Secured Creditor has no obligation or liability under the Lease prior to the time the Secured Creditor succeeds to ownership of Tenant's interest in the Lease and the Leased Lands and the rights of Tenant under the Lease. The Secured Creditor will be liable to perform obligations of Tenant under the Lease only for and during the period it directly holds such ownership of Tenant's interest in the Lease and the Leased Lands. Further, if the Secured Creditor elects to (a) perform Tenant's obligations under the Lease, (b) continue operations on the Leased Lands, (c) acquire any portion of Tenant's right or interest in all or any of the Leased Lands, or (d) enter into a New Lease as provided in Section 7 hereof, then the Secured Creditor will not have any personal liability to Landlord in connection therewith, and Landlord's sole recourse in the event of default by the Secured Creditor will be to execute against the Secured Creditor's interest in the Leased Lands.

5. Certificates and Other Documents

Landlord will promptly execute any estoppel certificates certifying as to truthful matters, including without limitation that no default then exists under this Lease (if such be the case), consents to assignment and non-disturbance agreements as Tenant or the Secured Creditor may reasonably request from time to time.

6. Secured Creditor's Rights

The Secured Creditor has the unfettered right: (i) to assign its Security; (ii) to enforce its Lien and acquire Tenant's interest in the Leased Lands or sell all or any portion of its interest in the Leased Lands

by any lawful means; (iii) to take possession of and operate all or any portion of its interest in the Leased Lands and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver or receiver and manager to be appointed to do so; and (v) to acquire all or any portion of its interest in the Leased Lands by foreclosure, quit claim or by an assignment in lieu of foreclosure and thereafter, without Landlord's consent, to assign or transfer all or any portion of its interest in the Leased Lands to a third party. Any party who acquires Tenant's interest in the Leased Lands pursuant to foreclosure, quit claim or assignment in lieu of foreclosure or under power of sale or judicial sale is not liable to perform the obligations imposed on Tenant by the Lease which are incurred or accruing after such party no longer has ownership or possession of its interest in the Leased Lands. The Secured Creditor has the right, but not the obligation, to substitute itself for Tenant and perform the duties of Tenant hereunder for purposes of curing a default by Tenant. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Secured Creditor (or its employees, agents, representatives or contractors) to enter upon so much of the Leased Lands as is reasonably necessary to complete such performance with all of the rights and privileges of Tenant hereunder. Landlord hereby irrevocably waives any rights it has or may claim to have pursuant to Section 89(1) of the *Indian Act* (Canada).

7. New Lease

If the Leased Lands are foreclosed upon or there is an assignment in lieu of foreclosure, or if the Lease is repudiated, disclaimed, rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within 90 days after such event, Tenant or the Secured Creditor or other purchaser has arranged to the reasonable satisfaction of Landlord for the payment of all payments or other charges due and payable by Tenant as of the date of such event, then Landlord will execute and deliver to Tenant or the Secured Creditor or other purchaser, or to a designee of one of these parties, as the case may be, a new Lease ("**New Lease**") which (i) is to be for a term equal to the remainder of the Term before giving effect to such rejection or termination; (ii) is to contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Tenant or the Secured Creditor or other purchaser prior to rejection or termination of this Lease); and (iii) will include that portion of the Leased Lands in which Tenant or the Secured Creditor or other purchaser had an interest on the date of rejection or termination. The provisions of this Section survive the termination, rejection or disaffirmation of this Lease and continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Landlord, Tenant and the Secured Creditor, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such New Lease, the Secured Creditor or other purchaser may use and enjoy the Leased Lands without hindrance by Landlord or any Person claiming by, through or under Landlord; provided that all of the conditions for the New Lease as set forth above are complied with.

8. No Surrender, Waiver or Amendment

Landlord and Tenant covenant and agree for the benefit of the Secured Creditor that the Lease shall not be modified or amended in any material respect without the prior written consent of the Secured Creditor, which consent shall not be unreasonably withheld or delayed, and any attempt to do so shall not be binding on the Secured.

9. Concurrence of Tenant

Tenant hereby consents to this Agreement and to all of the terms and conditions hereof and agrees to be bound hereby. Tenant hereby further covenants and agrees that each of Landlord and the Secured Creditor may rely and act upon any notice given by the other under this Agreement without requiring any further concurrence on the part of Tenant and neither Landlord nor the Secured Creditor shall be required

to enquire into the right, power, capacity or authority of the other to exercise their respective rights under this Agreement or to perform their obligations and covenants under this Agreement.

10. Waiver of Indian Act Exemption

The Landlord hereby waives any rights that it may have pursuant to Section 89(1) of the Indian Act (Canada), and declares that such rights are not intended to nor shall be applicable to this Lease.

11. Transfer by Landlord

Landlord shall not sell, transfer, assign, mortgage or charge, in whole or in part, its interest in the Lease or the Leased Lands without first obtaining from the purchaser, assignee, transferee, mortgagee or chargee a written agreement whereby such party shall agree with Tenant and the Secured Creditor to assume and be bound by the terms and provisions of this Agreement to the same extent and purpose as if it were Landlord.

12. Term

This Agreement shall continue in full force and effect until the earlier of (a) the expiry or other termination of the Lease, or (b) the receipt by Tenant of an executed discharge of the Charge from the Secured Creditor. Tenant shall deliver to Landlord a copy of any executed discharge of the Charge.

13. Notice

Any notice or other communication to be given by any party hereunder to any other party shall be given in writing and shall be sufficiently given by delivering the same by hand or by fax or other form of recorded communication tested prior to transmission to the party to whom the notice is directed on a business day, at the address set forth below:

to Landlord:

●

Attention: ●

Fax: ●

to Tenant:

●

Attention: ●

Fax: ●

to the Secured Creditor:

●

Attention: ●

Fax: ●

or such other address as any party may from time to time notify the others in accordance with this Section 13. Any demand, notice or other communication given by personal delivery, fax or other form of recorded communication tested prior to transmission will be conclusively deemed to have been given and received on the date of actual delivery thereof.

14. Registration

The Secured Creditor shall be entitled to register this agreement or notice thereof on title to the Leased Lands (including in the First Nations Land Registry) and shall, on discharge of the Charge, or expiry or termination of the Lease, register a release of this Agreement in the applicable land registry office(s).

15. Successors and Assigns

The benefits under this Agreement accruing to each of the parties hereto shall extend to all their respective successors and assigns all of whom, according to their interests, shall also be bound by all the provisions and obligations of this Agreement (it being the responsibility of each party to require its successors and assigns to expressly acknowledge and agree to be bound by this Agreement). Upon the acquisition by any such successor or assign of such an interest, such successor or assign shall be joined, as a party benefiting and bound by this Agreement, and shall execute an agreement to be bound by this Agreement and upon a transfer of the Lands by Landlord, Landlord shall be released from its obligations hereunder to the extent assumed by the transferee.

16. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will apply only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

17. Further Assurances

At the sole cost of Tenant, each of the parties hereto hereby agree to execute and deliver such documents, assurances and agreements as one or more of the others may reasonably require to further effect the agreements hereunder.

18. Governing Law

This Agreement will be construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein without, for greater certainty, any reference to Aboriginal Law (and without reference to conflicts of law principles). Each of the Parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario. The Parties hereby waive reliance on any application of any concept of sovereign immunity or self-determination now or hereafter in respect of the construction of this Agreement or the rights or obligations of Landlord under this Agreement.

19. Counterpart Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same agreement. This Agreement may be executed by facsimile copy, provided that any party so delivering a facsimile copy shall forthwith deliver an originally signed copy of this Agreement to each of the other parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their respective proper officers duly authorized in that behalf.

HENVEY INLET FIRST NATION, as represented
by its duly elected Council

Name: Wayne McQuabbie
Office: Chief

Name: Brenda Contin
Office: First Councilor

*Pursuant to Band Council Resolution No.
we have authority to bind Henvey Inlet First Nation*

**HENVEY INLET WIND GP INC., acting in its
capacity as general partner for and on behalf of
HENVEY INLET WIND LP**

Name:
Office: President

I have authority to bind the Corporation.

[SECURED CREDITOR]

Name:
Office: President

I have authority to bind the Corporation.

EXHIBIT "A"
TO SECURITY ACKNOWLEDGEMENT AGREEMENT

THE LEASED LANDS

[INSERT LEGAL DESCRIPTION]

SCHEDULE "H"

DECOMMISSIONING PROTOCOL – BASIC STANDARDS

With respect to the Decommissioning Protocol, as the basic standard, Tenant shall be required to perform the following extent of removal of the Works and Leased Lands restoration:

- Turbine Sites. Remove all above-grade components of each wind turbine (including above-grade components of turbine foundation). Remove concrete foundations, if any, to one (1) meter below grade. Fill up all holes caused by such removal with gravel or soil. Rock anchors and below-grade pile foundations shall remain in place. No surface restoration of rock turbine pad/foundation required.
- Electrical Poles / Cables. Remove all above-grade grade electrical cabling; remove all poles and concrete foundations to a depth of one (1) meter below grade; remove all above and below grade junction boxes and splicing boxes. Fill up all holes caused by such removal with gravel or soil. Rock foundations, if any, shall remain in place. Sub-grade cabling which has been buried below 750mm in depth may be left in place.
- Roads. Road surfaces composed of compacted rock/gravel shall remain in place; any asphalt or paved roads shall be removed (unless and to the extent required to remain in place by the Landlord at its discretion) up to one (1) foot below grade; Fill up all holes caused by such removal with gravel or soil.
- Substation. Remove all above-grade components of each substation; remove concrete foundations to one (1) meter below grade. Rock anchors and foundations, if any, shall remain in place.