

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Lease**") dated January 2, 2013

BETWEEN:

SIX NATIONS OF THE GRAND RIVER

A band under the *Indian Act (Canada)* with offices located at
1695 Chiefswood Road, P.O. Box 5000, Ohsweken, Ontario N0A 1M0
("**Six Nations**" or the "**Landlord**")

OF THE FIRST PART

- and -

SIX NATIONS SOLAR DEVELOPMENTS LP

A limited partnership wholly owned by Six Nations of the Grand River Development Corporation, with offices located at 2498 Chiefswood Road, P.O. Box 62, Ohsweken, Ontario N0A 1M0

- and -

THE CORPORATION OF THE COUNTY OF BRANT

A body corporate duly incorporated under the *Municipal Act (Ontario)* with offices located at 26 Park Avenue, P.O. Box 160, Burford, Ontario N0E 1A0
("**Brant County**")

(Six Nations Solar Developments LP and Brant County each a "**Tenant**" and collectively the "**Tenants**")

OF THE SECOND PART

WHEREAS:

A. The Tenants entered into the joint venture agreement of January 2, 2013 (the "**Joint Venture Agreement**" or the "**Joint Venture**") for the purpose of developing, owning and operating renewable energy projects.

B. Six Nations is the registered owner of the building on the land municipally known as Oneida Business Park, 50 Generations Drive, Ohsweken, Ontario N0E 1M0 (the "**Building**") which is situated upon the lands (the "**Lands**") legally described in **Schedule "A"** attached hereto (the Lands and Building being hereinafter collectively referred to as the "**Property**");

C. Six Nations, by virtue of its ownership of Six Nations of the Grand River Development Corporation, is also one of the Tenants in this Lease. It is the intention of Six Nations, as Landlord, to lease to both Brant County and to Six Nations Solar Developments LP, as the two Tenants, with the result that Six Nations is the Landlord and indirectly one of the two Tenants.

D. The Tenants are desirous of leasing the whole of the roof of the Building (the "**Premises**"), for the installation, maintenance, repair, replacement, operation and adjustment of solar electricity generating equipment and related facilities as contemplated in the Joint Venture Agreement or otherwise (collectively, the "**Facility**"); and,

E. Six Nations, as the Landlord has agreed to lease the Premises to the Tenants, subject to the terms and conditions hereinafter contained.

NOW THEREFORE in consideration of the rent, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. LEASE, ANCILLARY RIGHTS AND USE OF LEASED PREMISES

(1) The Landlord leases to the Tenants, and the Tenants lease from the Landlord, the Premises, to have and to hold for the Term, unless sooner terminated pursuant to this Lease. The Landlord further grants to the Tenants such rights as are reasonably necessary to enable the Tenants to install, maintain, repair, replace, operate and adjust the Facility including, without limitation, the right of access described in Section 1(2), below, as well as the right to use, without additional payment by the Tenants, reasonable quantities of all utilities which serve the Property and the right to tie-into the electrical service equipment serving the Building. The Tenants acknowledge that their right to use electricity, without reasonable additional charge, shall be restricted to the Tenants' use during construction/installation of the Facility and post-installation maintenance of the Facility.

(2) Subject to the Landlord's reasonable security requirements and the rights and reasonable security requirements of any Tenants or other occupant of the Building, the Tenants shall have the non-exclusive right and license to access the roof of the Building and the interior and exterior of the Property, twenty four (24) hours a day, seven (7) days a week, as is reasonably necessary or desirable to enable the Tenants to install, maintain, repair, replace, operate and adjust the Facility. The Landlord acknowledges that the Tenants shall be permitted to connect the Facility to the electrical distribution grid through the electrical system in the Building (located in the mechanical room or electrical room for the Building, or elsewhere) and the Tenants shall be permitted to run electrical and telecommunication cables over, under and through the Building or the Property for the purpose of connecting the Facility to the electrical distribution grid with the prior written consent of Landlord, which shall not unreasonably be withheld. Without limiting the generality of the foregoing, such license and right shall include the right to use the parking facilities of the Property. Subject to the Landlord's reasonable security requirements and the reasonable security requirements of any Tenants or other occupant of the Building, access keys and codes in respect of the Property shall be provided by the Landlord to the Tenants as reasonably required by the Tenants.

(3) The Tenants will use the Premises only for the installation, maintenance, repair, replacement, operation and adjustment of the Facility.

2. TERM

(1) The term of this Lease (the "**Term**") shall be a period of **twenty (20)** years commencing the date when the Facility is fully operational, connected to the distribution grid, and capable of generating electricity into the distribution grid (the "**Commencement Date**").

(2) Upon execution of this Lease and prior to the Commencement Date, the Tenants shall have access to the Premises and Property in order to plan for, or to carry out, the installation of the Facility, or for any other *bona fide* purpose related to the facility. During such early access period, the Tenants shall pay for all utilities but shall not be obligated to pay Gross Rent, but both the Landlord and the Tenants shall be subject to all of the other terms and conditions of this Lease insofar as they are applicable. The Tenants shall provide a certificate confirming the insurance coverage set out in Section 7 prior to possession.

(3) If the Tenants are not then in default under this Lease beyond any periods permitted by this Lease to cure or remedy such default and if the Tenants are: Six Nations, Six Nations Solar Developments LP, Six Nations of the Grand River Development Corporation or any other subsidiary or affiliate of Six Nations; and, Brant County; and are actively operating the Facility, then the Tenants shall have the option to extend the Term of the Lease for two (2) further periods of five (5) years each (each an "**Extension Term**") on the basis set out in this Lease. Each Extension Term shall be upon the same terms and conditions as this Lease unless otherwise agreed upon in writing, except there shall be no further option to renew.

(4) An Extension Term shall be valid upon the receipt by the Landlord of written notice from the Tenants at least sixty (60) days before the expiry of the Lease.

3. GROSS RENT

(1) Each Tenant will pay to the Landlord its proportion, calculated pursuant to the Joint Venture Agreement (such proportion of amounts owing herein referred to as the "**Proportion**"), without demand, of the total, gross, all-inclusive rent ("**Gross Rent**") of thirty seven thousand dollars (**\$37,000**) per annum, payable in equal Quarterly installments in advance of nine thousand two hundred and fifty dollars (**\$9,250**).

(2) Gross Rent is due and payable on the 1st day of each Quarter throughout the Term. In this Lease, "**Quarter**" means a period of 3 consecutive, 4 calendar-week periods. "**Quarterly**" shall have a corresponding meaning.

(3) Gross Rent payable to the Landlord will be paid to the address set out above, or at any other location which the Landlord designates in writing. If the Tenants default in paying Gross Rent, at the Landlord's option, the unpaid Gross Rent bears interest at the rate of Prime plus two percent (2%) per annum from the due date to the actual date of payment and is payable by each respective Tenant for its Proportion only. "**Prime**" means the rate of interest per annum established from time to time by the Royal Bank of Canada at its principle office in Toronto, Ontario as the reference rate of interest to determine interest rates it will charge on Canadian dollar loans to its Canadian customers and which it refers to as its "prime rate".

4. COMPLIANCE WITH LAWS

(1) The Tenants will be solely responsible to obtain and shall obtain all necessary licences for the operation of its business and to promptly comply with all applicable laws from time to time in effect which pertain to the Tenants' use of the Premises and the Tenants' installation, maintenance, repair, replacement, operation and adjustment of the Facility.

(2) The Landlord makes no representation or warranty with respect to the use allowed under the existing zoning by-law and other laws and regulations applicable to the Property, and the Tenants agree to satisfy themselves that its proposed used of the Premises is in compliance with such zoning by-law, laws and regulations.

5. REPAIR, MAINTENANCE, OPERATION AND ALTERATIONS

(1) The Tenants shall, at their sole expense, install, maintain, repair, replace, operate and adjust the Facility in a good and workmanlike manner and so as to ensure the Facility is at all times operating properly. The Tenants shall not be required to perform any repairs to the roof of the Building or any other component of the Building or the Property except for damage caused by the Tenants in relation to the Facility and such other activities contemplated in the Joint Venture Agreement.

(2) The Landlord, at its own expense, shall maintain and keep the roof and any building systems (such as the electrical system) necessary for the Tenants' operations in accordance with this Lease, in good order, condition and repair for a building of this age and location, and shall promptly make all needed repairs and replacements. The Tenants acknowledge and agree that maintenance, repairs and replacement to the roof will be required during the Term or Extension Term of this Lease and in that regard the Tenants agrees that the following provisions shall apply:

- (i) the Landlord shall give the Tenants not less than thirty (30) days notice, except in the case of emergency, of the commencement of repairs or replacement to the roof and shall designate an area to which the Tenants may temporarily relocate equipment, if necessary;
- (ii) the Landlord shall have not more than thirty (30) days within which to repair or replace the roof, as the case may be;
- (iii) in the event the period of repair or replacement takes longer than the time period provided for herein, the Landlord shall compensate the Tenants by waiving, and/or refunding, as applicable, all Gross Rent accruing during such additional period of time;
- (iv) the Landlord shall, if economically feasible, as determined by the Landlord, repair and/or replace the roof in stages in order to provide the Tenants with an area in which to locate its Facility and both the Landlord and the Tenants shall act reasonably in order to permit the repair or

replacement of the roof and the removal and relocation of the Tenants' Facility;

- (v) provided any repairs or replacements are not caused or required as a result of the Tenants or any of its employees, agents or licensees directly in relation to the Facility and activities contemplated in the Joint Venture Agreement, the Landlord shall be solely responsible to repair and replace the roof, at its sole cost and expense; and,
- (vi) the Landlord shall take such actions as are commercially reasonable to minimize the frequency and duration of any periods during which it is required to exercise its rights under this Section 5(2).

(3) The Facility may not be installed until reasonably detailed plans and specifications have been first approved by the Landlord in writing, such approval may not to be unreasonably withheld, conditioned or delayed. Once installed, the Tenants from time to time may make alterations, modifications, repairs and replacements to the Facility provided that if any such alterations, modifications, repairs or replacements affect the building systems, structure or roof of the Building (including the roof membrane or roof deck), the Tenants shall first obtain the Landlord's prior written approval therefor, such approval not to be unreasonably withheld, conditioned or delayed.

(4) The Landlord agrees that the Facility shall not become a fixture of the Property (irrespective of the nature and manner of affixation to the Premises or Property) but shall be and remain the property of the Tenants pursuant to the Joint Venture Agreement and may be removed from the Premises at any time during the Term or a Extension Term, provided that in any event the Facility shall be removed prior to the expiration or early termination of this Lease and Tenants shall in every event make good any damage caused by such removal, reasonable wear and tear excepted.

(5) The Landlord hereby waives, releases and relinquishes any and all rights to any lien, interest or other claim on the Facility, including, but not limited to, any right to levy upon the Facility or to assert any landlord lien, right of distraint or other claim (whether arising by virtue of statute, common law or otherwise) in respect of the Facility.

(6) The Tenants shall pay all of their contractors and suppliers on a timely basis to minimize the possibility of a construction lien or other lien being made or filed against the Property in connection with any work involved in the installation, maintenance, repair, replacement, operation and adjustment of the Facility. If a construction lien is registered as a consequence of work performed by or on behalf of the Tenants at their request, and should any such lien be made or filed, the Tenants shall discharge or vacate the same forthwith at the Tenants' expense.

6. ASSIGNMENT

(1) The Tenants may jointly, at any time and from time to time, assign this Lease or may grant any sublease of all or any portion of the Premises, with the prior consent of the Landlord,

such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, a Tenant may, without the consent of the Landlord, assign, sublet or otherwise transfer all or any part of its right, title and interest in this Lease and the Premises, at any time and from time to time, to its parent corporation (for additional clarity, The Corporation of the County of Brant for Brant County and Six Nations for Six Nations Solar Developments LP), or to a wholly owned subsidiary of the respective Tenant (each a "**Permitted Transfer**").

(2) Subject to the provisions of the Joint Venture Agreement, the Tenants shall be entitled from time to time to jointly arrange any financing on the security of the Facility and/or its leasehold interest under this Lease by way of a mortgage, charge, assignment or sublet of its interest in the Facility, this Lease and/or the Premises (each a "**Leasehold Encumbrance**"), and may extend, modify, renew or replace such Leasehold Encumbrance; provided the Landlord shall be given written notice of such financing, together with the name and address of each party in whose favour the Leasehold Encumbrance has been created (the "**Benefiting Party**").

7. INSURANCE

(1) The Tenants will take out and keep in force from and after the date of this Lease: (1) all risks direct damage insurance for the full replacement cost of the Facility; and (2) public liability and property damage insurance with respect to the Tenant's operations in, on or upon the Property; all with responsible insurance companies, and in an amount such as would be carried by a prudent tenant of a similar property and as contemplated in the Joint Venture Agreement.

(2) The Landlord will take out and keep in force from and after the date of this Lease: (1) all risks direct damage insurance for the full replacement cost of the Property and improvements therein; and (2) public liability and property damage insurance with respect to the Landlord's operations in, on or upon the Property; all with responsible insurance companies, and in an amount such as would be carried by a prudent owner of a similar property and as contemplated in the Joint Venture Agreement.

8. LOSS OR DAMAGE

(1) Notwithstanding anything to the contrary in this Lease or otherwise, each of the Landlord and the Tenants hereby releases the others and waives all claims against the others and those for whom the others are in law responsible with respect to all occurrences insured against or required to be insured against by the releasing party under this Lease, whether any such claims arises as a result of the negligence or otherwise of the other or those for whom it is in law responsible. Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts and amounts for occurrences which are self-insured shall be deemed to be proceeds of insurance received. Further, in respect of any indirect, consequential, or special damages, the Landlord shall not make any claim against the Tenants and the Tenants shall not make any claim against the Landlord related to any such damage or loss regardless of any act, default or negligence on the part of the released person, and whether insured or not insured.

(2) To the extent not released as above provided in Section 8(1), each party shall indemnify and save harmless the others from all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising out of:

- (i) any breach, violation or non-performance by the indemnifying party of any covenant, condition or agreement in this Lease;
- (ii) any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, customers, invitees or licensees; and
- (iii) any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this Lease.

9. PUBLIC UTILITIES

(1) The Landlord shall pay any applicable realty taxes on or before the due date and shall, whenever requested by the Tenant, execute or join in reasonable documents (provided that such documents shall be subject to any reasonable amendments required by the Landlord) necessary for the Tenant to secure services or other similar privileges or advantages from any municipal or other public authority or public utility. Notwithstanding the foregoing, the Landlord shall not be required to execute or join any such documents if the document would materially adversely affect the Landlord's reversionary interest following the expiry or earlier termination of this Lease.

10. INTERFERENCE

(1) The Landlord covenants and agrees that the Landlord may not take any action, or permit any action, which will interfere with or impair the availability or accessibility of sunlight or solar energy on, over or above the Premises. For clarity the Landlord's obligations under this provision shall relate only to such matters which are within the control of the Landlord or a parent, subsidiary, or affiliate corporation of the Landlord (within the meaning of the *Canada Business Corporations Act*).

(2) In the event that any building, structure, object or works of any nature or kind whatsoever, is erected or, installed in the vicinity of the Premises (including, without limitation, on the Property or on any adjoining properties) which interferes with or impairs the availability or accessibility of sunlight to the Facility, or should the operation of the Facility become technologically or economically impractical or infeasible by reason of any law, regulation, by-law, or any other reason, or should there be damage to or destruction of the Building, the Tenants may, in their sole discretion, terminate this Lease by giving no less than thirty (30) days prior written notice to the Landlord.

11. DAMAGE AND DESTRUCTION/EXPROPRIATION

(1) It is hereby expressly agreed, that in the event of damage or destruction by fire, lightning, tempest, explosion, impact, sabotage, vandalism or other casualty, then in every such event the following rules shall apply:

- (i) In the event of damage and destruction to the Property but not damage or destruction which prevents the Tenants from operating the Facility in accordance with this Lease, there shall be no abatement or reduction in Gross Rent or other payments required to be made by Tenants under this Lease whatsoever,
- (ii) In the event of damage or destruction to the Property which prevents the Tenants from operating the Facility, then the Gross Rent shall abate for the period commencing on the date of the damage or destruction and ending on the date which is sixty (60) days after such damage or destruction has been repaired, or the Property has been restored (being the estimated period of time required by the Tenants to repair and/or replace the Facility and resume the production of electricity therefrom), by the Landlord to the extent reasonably necessary to allow the Tenants to commence and proceed with the repair or restoration of the Facility and to thereafter recommence the operation of such Facility. Provided that if such damage or destruction is such that
 - (A) the Property cannot be repaired or restored within one hundred and eighty (180) days from the commencement of the repair or restoration; or,
 - (B) such damage or destruction occurs in the last two (2) years of the Term or Extended Term;

either of the Landlord or the Tenants may terminate this Lease.

- (iii) The decision of the Landlord's architect as to the time within which the Property can or cannot be repaired or restored shall be final and binding on the parties hereto.
- (iv) In the event that either party wishes to terminate this Lease as provided for in this Section, then either the Landlord or the Tenants may, within ten (10) days following the delivery of the architect's opinion, terminate this Lease by giving to the other notice in writing of such termination, in which event this Lease and the Term shall cease and be at an end as of the date of such destruction or damage, or such other stipulated date thereafter, and all Gross Rent and other payments for which the Tenants are liable under the terms of this Lease shall be apportioned and paid in

full by each Tenant in its respective Proportion, to the said date of termination.

- (v) In the event neither party has elected to terminate this Lease, the Landlord shall at its expense commence and diligently repair and restore the Property, and upon completion by the Landlord of such repair and restoration work to the extent reasonably necessary to allow it to do so without interference or delay, the Tenants shall at their expense commence and diligently repair and restore the Facility.

(2) Both the Landlord and the Tenants agree to co-operate with the other regarding an expropriation of the Premises or the Property, or any part thereof, so that each may receive the maximum award to which they are respectively entitled to.

12. TENANTS' DEFAULT

The Landlord shall have the right to terminate this Lease:

(1) if Brant County fails to pay its Proportion of the Gross Rent or other sums due hereunder on the day or dates appointed for the payment thereof and such Gross Rent or sums remain unpaid for a period of thirty (30) days following written notice of non-payment given by the Landlord; or,

(2) if Brant County fails to observe or perform any of the other terms, covenants or conditions of this Lease to be observed or performed by it, provided the Landlord first gives the Tenants thirty (30) days' written notice of any such failure to perform specifying the nature of the failure and the action required to be taken by the Tenants to cure the default, and the Tenants within such period of thirty (30) days fail to cure any such failure to perform (unless the Tenants have commenced diligently to cure within the thirty (30) day period, and is proceeding diligently to cure within a reasonable time thereafter and actually cures the default within a reasonable period of time); or,

(3) if the Tenants abandon the Premises (meaning the Tenants cease to operate from the Premises and cease to pay all Gross Rent): or,

(4) in the event of a bankruptcy, insolvency or winding-up of Brant County under the *Bankruptcy and Insolvency Act (Canada)* or the *Companies' Creditors Arrangement Act (Canada)*.

13. OVERHOLDING

If the Tenants overhold the Premises beyond the Term, the Tenants will be deemed to be occupying the Premises as a Tenants from month-to-month at a monthly Gross Rent equal to one hundred and twenty-five (125%) percent of the monthly amount of Gross Rent payable during the last month of the Term.

14. QUIET ENJOYMENT

Subject to the terms of this Lease, the Landlord covenants with the Tenants for quiet enjoyment of the Premises without any interruption or disturbance from the Landlord or any person, firm, corporation or other entity claiming through the Landlord.

15. MODIFICATION

No change or modification to this Lease shall be valid unless it is in writing and is duly executed by the parties hereto.

16. REGISTRATION AND NON-DISTURBANCE

(1) This Lease shall not be registered against title to the Lands. However, the Tenants may register a notice of lease after the form and terms of such notice of lease have been approved by the Landlord, such approval not to be unreasonably withheld, conditioned or delayed. The Landlord shall, if requested, join in the execution of a notice or so-called "short form" of this Lease for the purposes of registration. Said notice or short form of this Lease shall only describe the parties, the Premises and the Term of this Lease and such other matters as may be prescribed by law, and shall be prepared by the Tenant's solicitors and shall be registered at the Tenants' expense.

(2) This Lease is subordinate to (or at the Landlord's option, has priority over) every existing and future mortgage, charge, trust deed, financing, refinancing or collateral financing against the Property and any renewals or extensions of or advances under them (collectively "**Encumbrances**"). The Landlord will obtain from the holder of such Encumbrances a non-disturbance agreement on terms satisfactory to Tenant, acting reasonably (a "**Non-Disturbance Agreement**") permitting the Tenant to remain in possession of the Premises notwithstanding any default by Landlord under the Encumbrance (and, in this regard, a Non-Disturbance Agreement will be executed concurrently with the execution of this Lease if there is an Encumbrance on title to the Property as of the date hereof). The Tenant will, on request, attorn to and recognize as landlord the holder of any such Encumbrances or any transferee or dispose of the Property or of an ownership or equity interest in the Property. The Tenants will, within fifteen (15) days after the request, sign and deliver any reasonably requested priority, postponement, subordination or attornment document. Notwithstanding anything to the contrary, the Tenants shall not be required to subordinate or attorn to any future Encumbrance unless and until the Tenants receive a Non-Disturbance Agreement.

17. STATUS CERTIFICATE

(1) Within ten (10) business days after written request therefor by the Landlord or the Tenants, the Landlord or the Tenants, as the case may be, hereby covenant and agree to deliver in the form supplied by the other party and to such person, or such persons as it may designate, a certificate stating (if such be the case) that:

- (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that this Lease is in full force and effect as modified and identify the modification agreements, if any);
- (ii) the date of the commencement of the Term;
- (iii) the date to which the rent has been paid under this Lease; and,
- (iv) whether or not there is any existing default by the Tenants in the payment of any rent or other sum of money under this Lease, and whether or not there is any other existing default by either party under this Lease with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof.

Each of the parties hereto shall pay their own costs for preparation and execution of any such certificate.

18. NOTICE

(1) Any notice, demand, consent or request under this Lease will be in writing and will be delivered in person or sent by facsimile or by registered mail postage prepaid to the address listed on the first page of this Lease or such other address as may be provided by a party to the other parties hereto in writing from time to time.

(2) A notice will be considered to have been given or made on the day that it is delivered, or, if sent by facsimile, the next business day after confirmed fax transmission, or, if mailed, provided postal service is not, or is not expected to be interrupted, three (3) days after the date of mailing. Any party hereto may change its address for notices in accordance with the provisions of this Section.

19. TIME OF THE ESSENCE

Time shall be of the essence of this Lease.

20. BINDING AGREEMENT

This Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

21. GOVERNING LAW

This Lease shall be construed in accordance with and governed by the laws of the Province of Ontario.

22. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto with respect to the Lease of the Premises and the Facility and there are no prior representations, either oral or written, between them other than those set forth in this Lease including letters of intent, memoranda of understanding, and options to lease, if any. The Landlord and Tenants each acknowledge and agree that they have not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

23. SEVERABILITY

No part of this Lease will be enforced against a person, firm, corporation or other entity, if, or to the extent that by doing so, the person, firm, corporation or other entity is made to breach the law, rule, regulation or enactment.

24. WAIVER

The waiver by the Landlord or the Tenants of a default or any other right or obligation under this Lease is not a waiver of any subsequent default, right or obligation. No default, right or obligation or term of this Lease will be considered to have been waived by the Landlord or the Tenants unless the waiver is in writing and delivered to the other party.

25. FORCE MAJEURE

Despite anything to the contrary, if the Landlord or the Tenants are, in good faith, prevented from doing anything required by this Lease because of Force Majeure, the doing of the thing is excused for the period of the Force Majeure and the party prevented will do what was prevented within the required period after the Force Majeure, but this does not excuse either Tenant in its Proportion, or the Landlord from payment of amounts required to be paid at the times specified in this Lease. For the purpose of this Lease, "**Force Majeure**" means a strike, labour trouble, inability to obtain materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, terrorism, war, act of God or any other similar reason, that is not the fault of the party asserting it.

26. COMMISSIONS

The Landlord represents and agrees that it has not entered into any agreement or incurred any obligation, which might result in an obligation to pay sales or brokerage commissions or a finder's fee in respect of this Lease. Furthermore, the Landlord shall not be responsible for the payment of any sales or brokerage commissions or finder's fee payable by the Tenants pursuant to any agreement made by them with any person in respect of this Lease.

27. CONFIDENTIALITY

Subject to Section 16(1) and to required disclosure to the Ontario Power Authority and successor organizations in relation to the Facility and its operations, the terms of this Lease and all

information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the parties hereto. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenants and to take all reasonable precautions for protection of such information from disclosure.

28. COUNTERPARTS AND FACSIMILE EXECUTION

This Lease may be executed in counterpart in which case all of the counterparts taken together shall constitute the Lease and may be executed by facsimile signature. In such case, the parties will promptly cooperate to produce fully executed originals of this Lease.

29. PLANNING ACT

This Lease is conditional upon compliance with the subdivision control provisions of the *Planning Act, Ontario*, if applicable. Pursuant to Sections 50(3)(d.1) and 50(5)(c.1) of the *Planning Act, Ontario*, the Tenants represent that the Tenants are acquiring the right to use the Premises for the purpose of the installation and operation of a renewable energy generation facility.

30. ARBITRATION

Whenever in this Lease it is provided that any matter in dispute between the Landlord and the Tenants (other than the payment of Gross Rent or any additional rent), if not settled or agreed between them, is to be determined by arbitration, then the following provisions shall apply:

(1) either party may commence arbitration proceedings by giving written notice to the other party of its desire to arbitrate;

(2) forthwith after the giving of such notice, the parties and their designated representatives shall meet in good faith for the purpose of agreeing, or attempting to agree, upon the item in dispute.

(3) If the parties cannot agree on the dispute they shall attempt to agree on an arbitration procedure.

(4) If such agreement is arrived at, the matter in dispute shall be arbitrated and settled in accordance with the agreed procedure (and which agreed procedure shall constitute a submission to arbitration within the meaning of the *Arbitration Act, 1991 (Ontario)*), failing such agreement the matter shall be arbitrated and settled in accordance with the procedure set out in subsection (4) of this section;

(5) the parties recognize that, in many instances of disputes or disagreements which might arise under this Lease, the dispute or disagreement may involve, and depend for its resolution upon, technical matters or matters which involve expert knowledge and judgment, where it is in the interests of a prompt and equitable solution of the matter for the parties to agree

upon an independent expert having the appropriate specialized knowledge as the sole arbitrator. In any such situation the parties shall negotiate in good faith and act reasonably with a view to reaching agreement upon an appropriate independent expert as a sole arbitrator. If such a sole arbitrator is agreed upon by the parties, the dispute shall be arbitrated and determined in accordance with the following procedure (and which shall constitute a submission to arbitration within the meaning of the *Arbitration Act, 1991 (Ontario)*):

- (i) such sole arbitrator shall proceed to determine the dispute, having regard to the provisions of this Lease and the terms of the submission to arbitration;
- (ii) the arbitration shall, subject to any submission to arbitration or other agreement of the parties affecting the same, be conducted in accordance with the provisions of the laws of Ontario applicable thereto and the provisions of the *Arbitration Act, 1991 (Ontario)* shall apply thereto; and
- (iii) the costs of the arbitration shall be awarded in the discretion of the sole arbitrator.

(6) if, within fifteen (15) days after the giving of the notice referred to in subsection (1) of this section an arbitration procedure shall not have been agreed upon between the parties, either party may give written notice to the other requiring the dispute to be arbitrated and determined in accordance with the following procedure (and which shall constitute a submission to arbitration within the meaning of the *Arbitration Act, 1991 (Ontario)*):

- (i) the party giving the notice referred to above in this subsection shall, in such notice, give notice of the appointment and the name of the arbitrator chosen by the party giving such notice;
- (ii) the party receiving the notice given under paragraph (i) shall, within ten (10) days after the receipt thereof, give a written notice to the party giving the first notice of the appointment and the name of the arbitrator chosen by the party giving the notice under this paragraph (ii);
- (iii) the two arbitrators so chosen shall jointly appoint a third arbitrator and give written notice of the appointment and the name of such arbitrator to the parties;
- (iv) if a party required to appoint an arbitrator fails to do so and give notice thereof as required by paragraph (ii) within the period of ten (10) days provided thereby, or if each party has appointed an arbitrator and the two arbitrators so chosen fail to agree upon a third arbitrator and give notice thereof as required by paragraph (ii) within fifteen (15) days after both have been appointed, then any party not in default may apply to a judge of the Ontario Superior Court of Justice pursuant to the provisions of the *Arbitration Act, 1991 (Ontario)* for the appointment of an arbitrator on

behalf of the party in default, or the appointment of the third arbitrator, as the case may be;

- (v) the three arbitrators appointed pursuant to the preceding provisions shall proceed to determine the dispute or disagreement having regard to the provisions of this Lease and the terms of the submission to arbitration and any other agreements the parties may have made respecting the arbitration or the matter in dispute and the decision of any two of them shall bind the parties;
- (vi) the arbitration shall, subject to any express provisions herein or in any submission to arbitration or other agreement of the parties affecting the same, be conducted in accordance with the provisions of the laws of Ontario applicable thereto and the provisions of the *Arbitration Act 1991 (Ontario)* shall apply thereto;
- (vii) the costs of the arbitration shall be awarded at the discretion of the arbitrators; and
- (viii) a party shall be entitled to prejudgment and postjudgment interest on any award for the payment of money and in connection with any award in the nature of a declaration relating to payments under this Lease. Such prejudgment and postjudgment interest shall be at the prejudgment and postjudgment interest rate that would be applicable under the *Courts of Justice Act (Ontario)* or successor legislation. The arbitrator or arbitrators, as the case may be, shall include an award for such prejudgment and postjudgment interest in his or their final award.
- (ix) if the arbitrators appointed under the preceding provisions shall fail to hear and determine the matter in dispute and render a decision in writing to the parties within sixty (60) days after the appointment of the third arbitrator, either party on notice to the other may cancel the appointments of all the arbitrators previously made, in which case either party may initiate new arbitration proceedings pursuant to this section (subject to the agreement of the other party to the commencement of new arbitration proceedings) or proceed in the courts to have the dispute determined as if no agreement for a submission to arbitration existed between the parties.

the provisions of this Lease and of this section requiring the determination of certain disputes by arbitration shall not operate to prevent recourse to the courts by any party as permitted by the *Arbitration Act, 1991 (Ontario)* or whenever enforcement of an award by the sole arbitrator or arbitrators, as the case may be, reasonably requires access to any remedy (such as mandamus, injunction, specific performance, declaration of right, order for possession, damages or judicial enforcement) which an arbitrator has no power to award or enforce. In all other respects an award by the sole arbitrator or arbitrators, as the case may be, shall be final and binding upon the

parties and there shall be no appeal from the award of the arbitrator or arbitrators, as the case may be, on a question of law or any other question.

31. NON-MERGER

(1) It is the express intention of Six Nations Nations, as both the owner of the Property and as one of the Tenants of the Property, that the common law doctrine of merger ("**Merger**") shall not apply to this Lease, in common law or in equity, and that the freehold interest of Six Nations and the leasehold interest of the Tenants in the Property shall remain separate and distinct interests.

(2) This provision shall constitute direct evidence of the common intention of both Six Nations and Brant County that Merger shall not apply to this Lease.

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IN WITNESS the parties have executed this Lease on the date first written above.

THE CORPORATION OF THE COUNTY OF BRANT

Per: _____
Name:
Title:
Authorized Signatory

SIX NATIONS SOLAR DEVELOPMENTS LP

Per: _____
Name:
Title:
Authorized Signatory

SIX NATIONS OF THE GRAND RIVER

Per: _____
Name:
Title:
Authorized Signatory

SCHEDULE "A"
LEGAL DESCRIPTION OF PROPERTY

SCHEDULE "A-I"
DESCRIPTION/ILLUSTRATION OF LEASED PART(S) OF ROOF