

## TRANSMISSION EASEMENT OPTION AGREEMENT

**THIS TRANSMISSION EASEMENT OPTION AGREEMENT ("Agreement")** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2012 (hereinafter referred to as the "**Effective Date**") by and between **Jericho Wind, Inc.**, a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario (hereinafter, referred to as "**Developer**") and \_\_\_\_\_, as **joint tenants**, (hereinafter, referred to as "**Owner**"), who are sometimes individually referred to herein as a "**Party**" and collectively, as "**Parties**".

**WHEREAS**, Owner is the registered and beneficial owner of the lands and premises legally described in **Schedule A** attached hereto (the "**Property**"); and

**AND WHEREAS**, Developer is a wind power developer and operator and is currently developing a wind power project known as the **Jericho Wind Energy Centre** wind project (the "**Project**") in the vicinity of the Property; and

**AND WHEREAS**, Developer and Owner have agreed to enter into this Agreement for the purpose of granting to Developer an exclusive option to acquire an easement and right-of-way over, along, across and through a portion of the Property for the purposes of erecting, constructing, replacing, relocating, improving, enlarging, removing, maintaining, operating and utilizing, from time to time, a line of transmission ~~structures or~~ poles (which may include lattice or truss towers or structures on the Property, but only with Owner's consent which shall not be unreasonably withheld, conditioned or delayed), with such wires, guy wires, and/or cables (whether above ground or buried), for the transmission of electrical energy, and all necessary and proper foundations, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith (collectively, the "**Transmission Facilities**");

poles  
only

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

### **1. Option to Enter Into Easement and Right-Of-Way**

1.1 Subject to the terms and conditions set out herein, Owner hereby grants Developer the exclusive option ("**Option**") to acquire an easement and right-of-way in respect of any portion of the Property (the "**Optioned Property**"), for the purposes of constructing, owning and/or operating the Transmission Facilities on the Optioned Property. For greater certainty, the Optioned Property excludes certain portions of the Property identified in **Schedule B** attached hereto (the "**Excluded Property**") and Developer acknowledges and agrees that it shall not be permitted to exercise the Option in respect of any portion of the Excluded Property with respect to the Transmission Facilities. The Option shall be exercisable by Developer upon its sole, absolute and subjective discretion. If, at the time Developer exercises the Option, the owner of the Property is the Owner as first named above, then Developer is irrevocably authorized and directed by the Owner to finalize the transmission easement attached hereto as **Schedule E** (hereinafter referred to as "**Easement**") by



completing any missing information such as the Commencement Date and the description of the Easement Lands (including, without limitation, the reference plan number and the parts identified thereon) and thereafter, Developer shall execute the Easement and provide the completed and fully executed Easement to Owner. If, at the time Developer exercises the Option, the owner of the Property is not the Owner as first named above, then such Owner agrees that it shall duly execute and deliver to Developer on such date as is specified by Developer to Owner, the Easement substantially in the form attached hereto as **Schedule E** upon the terms and conditions provided therein. In the event such Owner fails to execute and deliver to Developer the Easement by the date specified by Developer to Owner, then such Owner hereby irrevocably constitutes and appoints Developer the true and lawful attorney of such Owner to execute the Easement and all other instruments, approvals and documents as provided for in the Easement. The Option shall be exercised by Developer by providing written notice to Owner (the "**Exercise Notice**") at any time prior to the expiry of the Option Term (as herewith defined). Accompanying the Exercise Notice shall be a draft or final reference plan identifying the portion of the Optioned Property that will be the subject of the Easement. Owner hereby authorizes Developer to deposit the reference plan on title to the Property.

1.2 The Option shall be exercisable by Developer at any time from the Effective Date up to and including the date which is the third anniversary of the Effective Date ("**Option Term**"). Notwithstanding anything to the contrary herein, however, if Developer shall give written notice to the Owner prior to the expiry of the Option Term that Developer has submitted, or is in the process of submitting, an application to the Ontario Energy Board (or equivalent government or public authority) for approval to transmit or distribute energy pursuant to the Transmission Facilities and such application references this Option and/or the Optioned Property, then Developer may, in its sole discretion, elect to extend the Option Term for an additional period of two (2) years ("**Extended Option Term**") on the same terms, conditions and privileges as set forth hereunder, at the payment then being paid as herein provided, by providing written notice to Owner of such extension, which shall accompany payment pursuant to **Schedule D**, no less than sixty (60) days prior to the expiration of the Option Term. The Option Term and the Extended Option Term may sometimes be collectively referred to herein as the "**Term**".

1.3 Developer shall pay Owner the amounts set forth in **Schedule D** as the consideration for the Option Term ("**Option Payment**") within sixty (60) days after the Effective Date. The Parties acknowledge and agree that the registration copy of this Agreement will not contain the payment provisions set forth in **Schedule D**, and it is understood and agreed that the deletion of such payment provisions does not and will not in any way affect the validity of this Agreement.

1.4 Owner hereby grants to Developer, during the Term, the right to enter upon the Optioned Property, at such times as are agreed to by the Parties, acting reasonably, to allow Developer to undertake studies and tests on, above and below the Optioned Property and to construct and install scientific equipment and any other equipment necessary to perform required studies and tests (collectively "**Scientific Equipment**"). In the event any Scientific Equipment are located within the cultivated Optioned Property of Owner, and in the event any of the above materially interferes with Owner's farming practices, Developer shall pay Owner a one-time payment for crop damage resulting from the construction or installation of the hereinabove described transmission structures and/or poles, or equipment. Owner shall provide written notice to Developer outlining the



basis for Owner's assertion of damage to the Optioned Property, the exact nature of damage, the source of the assertion that the alleged damage is the result of the exercise by Developer of the rights, privileges and license granted by this Agreement and satisfactory evidence of the damage including documentation showing the extent of the damage and the financial impact of such damage. In the event that the Parties cannot agree at any time on the amount of damage payable to Owner for such crop damage, the compensation paid by Developer to Owner for that use shall be the damages for the crops lost or destroyed in the area damaged as calculated below; in consideration of this payment, no additional damages shall be paid in future years for that episode of damage. Damages will be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Prices for damaged or destroyed crops will be based on the average of the previous March 1st and September 1st using the prices for the crop provided by the local grain elevator. Yield will be the average of the previous three (3) years' yields according to Owner's records for the smallest parcel of land that includes the damaged area. If Owner does not have yield records available, the Parties will use commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. Any costs for such assessment shall be paid by Developer. Payment shall be made within sixty (60) days after determining the extent of the damage. In the event that Developer requests that Owner move livestock located on the Optioned Property, Owner shall promptly move the livestock to a mutually acceptable location and Developer shall reimburse Owner for the reasonable cost of moving the livestock.

## **2. Covenants, Representations & Warranties.**

2.1 Owner represents and warrants that, as of the Effective Date, Owner is:

(a) at least eighteen (18) years of age and either not a spouse within the meaning of the *Family Law Act*, R.S.O. 1990, c.F.3, as amended; or

(b) at least eighteen (18) years of age and if a spouse within the meaning of the *Family Law Act*, R.S.O. 1990, c.F.3, as amended, then this Agreement has been executed by both spouses together comprising Owner or consented to in writing by Owner's spouse as is evidenced by the signature of the spouse on the Consent attached hereto as **Schedule C**; or

(c) if a corporation, then no building(s) located on the Optioned Property has been ordinarily occupied by any officer, director or shareholder of the corporation or by any of their spouses as a family residence or matrimonial home within the meaning of the *Family Law Act*, R.S.O. 1990, c.F-3, as amended.

2.2 Developer hereby represents and warrants that it is duly organized, validly existing and in good standing under the laws of New Brunswick, is authorized to conduct business in the Province of Ontario and has the right, power and privilege to execute and deliver this Agreement and to perform its obligations hereunder.

2.3 Owner acknowledges that Owner has had the full opportunity to obtain independent legal representation or advice in connection with this Agreement.



2.4 Owner hereby agrees and covenants:

(a) that subsequent to the execution and delivery of this Agreement and without any additional consideration made or cost to Owner, Owner will execute and deliver or cause to be executed and delivered any further legal instruments, including, without limitation, any required consents or acknowledgements in favour of Developer's lenders, and perform any acts which are or may become necessary to effectuate the purposes of this Agreement and to complete the transactions contemplated hereunder;

(b) that Owner will appoint Developer to act as Owner's agent for the purpose of executing such consents or authorizations as may be necessary for Developer to make any application for re-zoning or site plan approval pursuant to this Agreement, and agrees to cooperate in any such applications; and

(c) that any information which Owner has access to or which comes into Owner's possession relating to Developer's activities, including any wind assessment data or the terms and conditions of this Agreement (including the Easement) (collectively, the "**Confidential Information**") shall be held in the strictest confidence by Owner, and Owner shall 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 Owner's prospective purchasers or legal and financial advisors who have a bona fide and actual need to know same ("**Authorized Agents**"); (ii) Owner or the Authorized Agents will not use any such Confidential Information, other than as may be required or permitted to perform any of its obligations under this Agreement; and (iii) Owner or its Authorized Agents will not exploit (whether for commercial or other purposes) or otherwise use any such Confidential Information. Owner acknowledges that a breach of any of the provisions contained herein would cause Developer to suffer loss which could not be adequately compensated for by damages and Developer 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 Agreement, all Confidential Information will continue to be kept confidential by Owner.

2.5 Developer hereby covenants that should it elect to exercise the Option, it shall, at its sole cost and expense and prior to accessing the Optioned Property for any purpose related to the assessment or construction of the Transmission Facilities contemplated to be erected by Developer herein, provide and maintain in full force and effect with financially responsible insurance carriers, insurance with commercially reasonable coverages, which shall remain in effect during the term of the Easement or any extension thereof or as otherwise specified herein and which shall, if applicable, 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; and



(c) workers compensation as required by the Ontario *Workplace Safety and Insurance Act* (Ontario) or similar legislation covering all persons employed by Developer or subcontractors for work performed under this Agreement,

## 2.6 Title Search

(a) If, after the Effective Date, Developer conducts a title search and such search reveals that Owner is not the legal and beneficial owner of the Optioned Property or does not have the legal right and authority to grant to Developer, its employees, servants, agents, consultants, contractors and sub-contractors, the rights under this Agreement or has granted an easement, right-of-way, lease, financial encumbrance or other property right(s) related to the Optioned Property ("**Prior Encumbrance**") to any other person that would interfere with the rights granted to Developer hereunder, Developer may, in its sole discretion, terminate this Agreement effective immediately. If Developer elects not to terminate this Agreement, Owner agrees to cooperate with Developer to obtain from the holder of such Prior Encumbrance any non-disturbance agreement, postponement, mutual co-existence agreement or related agreements, that Developer or its lender(s) may reasonably require. Without limiting the generality of the foregoing, Owner covenants and agrees to use its best efforts to obtain from any prior mortgagee of the Property, either a postponement of such mortgage to this Agreement and any Easement or a non-disturbance agreement in favour of Developer.

(b) If the title search reveals a Prior Encumbrance, Developer, in its sole and absolute discretion, may decide to consult with the holder of such Prior Encumbrance and Owner shall cooperate with Developer to resolve any issues that may arise out of the exercise of the Option vis-à-vis the Prior Encumbrance with the goal of determining whether the Prior Encumbrance and the Easement can co-exist over the Optioned Property.

(c) Notwithstanding Section 2.6(b), Developer may choose to terminate this Agreement at any time pursuant to Section 2.5(a). ?

2.7 Owner hereby represents and warrants that it is the legal and beneficial owner[s] in fee simple of the Property and has the legal right and authority to grant to Developer, its servants, employees, agents, consultants, contractors and sub-contractors the rights under this Agreements on the terms and conditions set out herein and has not and will not grant an option, easement, lease or any other property rights related to the Optioned Property to any other person that would interfere with the rights granted to Developer hereunder, save and except for any easements, rights-of-way, petroleum or natural gas leases or any other property rights granted by the Owner prior to the Effective Date.

2.8 Owner covenants and agrees to execute all applications, consents, permissions, agreements, postponements, partial discharges and any other documents which Developer may require in connection with obtaining any and all approvals including, but not limited to, rezoning, governmental approvals, consents, permits or variances (collectively, "**Approvals**") and in connection with entering into by Developer of any agreements with such governmental and public authorities as may be necessary to give due force and effect to and in furtherance of Developer's



applications, and the Owner shall produce all other documents and information which may be required in connection with such applications. All applications for Approvals shall be made by Developer, at its sole cost and expense and any costs associated with such Approvals shall be borne by Developer. Developer agrees that the obligation of the Owner pursuant to this paragraph shall be restricted to execution of documents and production of documents and information and shall not impose upon the Owner any financial obligation whatsoever.

## 2.9 Mutual Indemnities

(a) Developer shall indemnify and hold harmless the Owner 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:

- (i) the negligence or wilful misconduct of Developer; or
- (ii) any breach by Developer of the terms and conditions of this Agreement; or

provided that Developer shall not be 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 Owner, its servants or agents. For greater certainty, Developer shall not be liable to Owner for the actions of Owner, its agents, employees, invitees or representatives who enter upon the Optioned Property.

(b) Owner shall indemnify and hold harmless Developer 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 Owner, as well as, in respect of any loss, injury or damage arising out of or in connection with, any breach by Owner of the terms and conditions of this Agreement; provided that Owner shall not be 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 Developer, its servants or agents. For greater certainty, Owner shall not be liable to Developer for the actions of: (i) Developer, its agents, employees, or representatives who enter upon the Optioned Property, or (ii) any trespasser or unauthorized person who enters upon the Optioned Property.

(c) Notwithstanding the foregoing, the Parties hereto shall only be liable for reasonably anticipated and foreseeable damages.

## 3. Termination

3.1 Except as otherwise stipulated herein, this Agreement shall terminate at the earlier of:

- (a) failure by Developer to pay the requisite payments provided for hereunder, after written demand by the Owner, unless otherwise agreed to by the Parties;
- (b) receipt by the Owner of notice from Developer of Developer's desire to terminate the Agreement at any time during the Term;
- (c) termination by Developer pursuant to Section 0; or

(d) the expiry of the Term of the Option as set out in Section 1.2.

3.2 The representations, warranties, covenants and agreements contained in Section 2 hereof shall survive the termination of this Agreement and remain in full force and effect.

3.3 In the event that this Agreement is terminated on the date stipulated in Section 3.1(b) (the "**Early Termination Date**"), Developer shall be released from having to pay any further Option Payment under this Agreement.

#### 4. Notices

4.1 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement (referred to in this Section as a "**Notice**") to the other Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such other Party:

In the case of Notice to Developer, to:

Jericho Wind, Inc.  
5500 North Service Road, Suite 205  
Burlington, ON L7L 6W6, Canada  
Attention: Business Management  
Telephone: (905) 335-4904  
Facsimile: (905) 335-5731

With a copy to:

Jericho Wind, Inc.  
700 Universe Blvd.  
Juno Beach, FL 33408  
Attention: Business Management  
Telephone: (561) 691-7171  
Facsimile: (561) 691-7307

In the case of the Owner, to:



or at such other address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Section. Any notice personally delivered to



the Party to whom it is addressed as provided in this Section shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to the address and in the manner provided for in this Section shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing in Ontario. Any notice transmitted by fax shall be deemed to have been given and received on the first Business Day after its transmission.

4.2 For the purposes of this Section, the term "**Business Day**" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

## 5. General Provisions

5.1 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.2 All matters in dispute between the Parties pursuant to this Agreement shall be resolved by good-faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court.** Time is of the essence with regard to the terms and conditions of this Agreement.

### 5.3 Assignment

(a) Subject to Subsection 5.3(c) below, this Agreement may be assignable by Owner to a successor in title.

(b) Subject to Subsection 5.3(c) below, Developer shall be able to assign this Agreement or any portion of its interest in the Optioned Property derived under the Agreement and the Easement to be granted thereunder to one or more persons or entities without the prior consent of Owner to any persons, including to its lender(s) as security for Developer's obligations to such lender(s). Owner shall execute and deliver any consent and acknowledgement reasonably requested by such lender.

(c) No assignment by Owner shall be effective unless and until the assignee executes an assumption agreement ("**Assumption Agreement**") with respect to this Agreement agreeing to be bound by the terms hereof to the same extent as if it had been an original party hereto. For greater certainty, Owner covenants and agrees that in the event Owner transfers or conveys the Property or any portion that comprises the Optioned Property, Owner will obtain from any such transferee or purchaser an Assumption Agreement in favour of Developer.

5.4 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, executors, administrators and other legal representatives and, to the extent permitted hereunder, their respective successors and permitted assigns.



5.5 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision (or part thereof) and everything else in this Agreement shall continue in full force and effect.

5.6 No change or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto.

5.7 This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement. The Parties hereto acknowledge that there is no representation, warranty, and agreement or understanding between them, whether express or implied, which has induced any of the Parties hereto to enter into this Agreement except as expressly stated herein.

5.8 No failure on the part of any Party to exercise, and no delay by any Party in exercising, any right under this Agreement shall operate as a waiver of such right, unless the Party gives written notice to the other Party of its intention to waive such right.

5.9 This Agreement shall commence on the Effective Date.

5.10 Time shall be of the essence of this Agreement.

5.11 The section headings herein have been inserted for ease of reference only and shall not affect the construction or the interpretation of this Agreement.

5.12 This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

5.13 Delivery of this Agreement by facsimile transmission shall constitute valid and effective delivery.

5.14 Any monies to be paid pursuant to this Agreement shall be in Canadian funds.

5.15 This Agreement shall be effective to create an interest in the Optioned Property for the Term.

5.16 Developer shall be entitled, at its cost and expense, to register this Agreement or a notice in respect thereof and any required reference plans in the Land Registry Office for the area in which the Property is situated and Owner agrees to execute, at no cost to Developer, all necessary instruments, plans and documentation for that purpose. ?

5.17 This Agreement shall be effective to create an interest in the Optioned Property only if the subdivision control provisions of the *Planning Act* (Ontario) are complied with.

*[Remainder of page intentionally left blank, signature page follows]*



**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the date first above written.

**Owner:**

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**Developer:**

**Jericho Wind, Inc.**  
a New Brunswick company

Per: \_\_\_\_\_  
Dean R. Gosselin, Vice President  
"I have the authority to bind the corporation"



**SCHEDULE A**

**TO TRANSMISSION EASEMENT OPTION AGREEMENT**

**DESCRIPTION OF PROPERTY**

[REDACTED]

**BEING THE WHOLE OF PIN NO.** [REDACTED]

**Stipulated Acreage:** [REDACTED]



**SCHEDULE C**

**TO TRANSMISSION EASEMENT OPTION AGREEMENT**

**CONSENT OF SPOUSE**

I, \_\_\_\_\_, being the spouse of \_\_\_\_\_,  
do hereby give my consent to the grant of the option made in the Transmission Easement Option  
Agreement dated \_\_\_\_\_, 20\_\_\_\_ in respect of the following property:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS:**

**SPOUSE OF OWNER**

\_\_\_\_\_  
Name:  
Address:

\_\_\_\_\_  
Name:  
Address:



**SCHEDULE "D"**  
**TO TRANSMISSION OPTION**  
**Compensation**

Payment terms available upon request by a person who has an interest in the subject lands.

In consideration for granting a Transmission Option to **Jericho Wind, Inc.**, a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario ("**Developer**"), \_\_\_\_\_ as joint tenants, ("**Owner**") shall receive the following compensation:

1. The greater of (a) a lump sum payment of Nine Thousand Dollars (\$9,000.00), or (b) Three Thousand Dollars (\$3, 000.00) per acre for the number of acres depicted as the Optioned Property, less the Excluded Property, on Schedule "B", for the Option Term.
2. The greater of (a) a lump sum payment of Nine Thousand Dollars (\$9,000.00), or (b) Three Thousand Dollars (\$3,000.00) per acre for the number of acres depicted as the Optioned Property, less the Excluded Property, on Schedule "B", for the Extended Option Term, if applicable.
3. All payments shall include harmonized sales tax ("**HST**"), if applicable.

Payment shall be distributed as follows:

100% to \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature required for each payee:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date



**SCHEDULE E**

**TO TRANSMISSION EASEMENT OPTION AGREEMENT**

**FORM OF TRANSMISSION EASEMENT**

(See Attached)

Original

**TRANSMISSION EASEMENT**  
**(in Gross)**

THIS TRANSMISSION EASEMENT (IN GROSS) ("**Grant**"), is executed and made effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("**Effective Date**") by and between \_\_\_\_\_, as joint tenants, ("**Grantor**") and Jericho Wind, Inc., a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario ("**Grantee**").

**PREMISES**

A. Grantor is the registered owner of an estate in fee simple composed of certain parcels or tracts of land and premises more particularly described on 0 attached hereto and made a part hereof ("**Property**"); and

B. Grantor desires to grant, convey and transfer to Grantee an exclusive easement and right-of-way in perpetuity for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant**. Grantor does hereby grant, convey and transfer to Grantee, an exclusive easement and right-of-way in perpetuity (the "**Transmission Easement**") in, on, over, across, along and under that portion of the Property more particularly described on **Exhibit B** ("**Easement Area**"), with such persons, vehicles and equipment necessary for the purposes of erecting, constructing, replacing, relocating, improving, enlarging, removing, maintaining, operating and utilizing, from time to time, a line of ~~transmission structures~~ or poles (which may include lattice or truss towers or structures in the Easement Area, but only with Owner's consent which shall not be unreasonably withheld, conditioned or delayed), with such wires, guy wires, and/or cables (whether above ground or buried), for the transmission of electrical energy, and all necessary and proper foundations, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith (collectively, the "**Transmission Facilities**") in, on, over, across, along and under the Easement Area; together with (i) the right of ingress to and egress from the Transmission Facilities over and along the Property; and (ii) a temporary non-exclusive easement and right-of-way in, over, across, along and under the Property during the initial construction and installation of the Transmission Facilities (the "**Construction Easement**"). Once the final reference plan describing the extent of the Easement Area has been prepared and deposited by Grantee on title to the Property, Grantor confirms that Grantee is irrevocably authorized and directed to insert the Part No(s). and Reference Plan No. into the attached 0 without the requirement of any further approval or action by Grantor.

← Poles only

2. **No Interference**. Grantor covenants and agrees that it shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon or near the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Grant. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential



threat to Grantee's Transmission Facilities or its rights hereunder. Grantor shall not grant or permit any person or person(s) claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole, absolute and subjective discretion.

3. **Term**. The term of this Grant shall commence on the Effective Date and continue in perpetuity (the "**Term**").

4. **Authority**. Grantor hereby represents and warrants to Grantee that it is the sole registered owner of the Property in fee simple, subject to no liens or encumbrances registered in priority to this Transmission Easement, except as may be disclosed by registered title to the Property on or before the Effective Date, and is fully authorized and empowered to grant the rights, privileges and benefits granted to Grantee in this Grant.

5. **Compensation**. Grantee shall pay Grantor the amounts set forth in 0 as the consideration for the Grant. The parties acknowledge and agree that the registration copy of this Grant will not contain the payment provisions set forth in 0, and it is understood and agreed that the deletion of such payment provisions does not and will not in any way affect the validity of this Grant.

6. **Crop Compensation**. Crop damage that can be reasonably demonstrated to have been caused by Grantee as a result of performing the activities authorized in this Grant, shall be paid for by Grantee according to the established yield per acre as documented in crop insurance documentation for the Property and using the price provided by the local grain elevator. Each time Grantee exercises its rights under the Transmission Easement, Grantee shall compensate Grantor for all crops lost or damaged by reason of the use.

7. **Indemnification and Insurance**. Grantee shall maintain general liability insurance insuring Grantee and Grantor against loss caused by Grantee's use of the Property. The amount of insurance shall be not less than \$3,000,000.00 of combined single limit liability coverage. Grantee shall indemnify and at its expense defend Grantor against liability for injuries and claims for direct damage to the extent that they are caused by Grantee's exercise of rights granted in this Grant. This indemnity does not cover losses of rent, business opportunities, crop production, and profits that may result from Grantor's loss of use of the Property and for greater certainty, Grantee shall only be liable for reasonably anticipated and foreseeable damages.

8. **Grantee's Property**. Notwithstanding that in constructing, maintaining and operating the Transmission Facilities, Grantee may install equipment and appurtenances in, on, over, along, under or across the Easement Area in such a manner that it or they become affixed to the Easement Area, the title to such equipment and appurtenances shall at all times remain the personal property of Grantee.

9. **Assignment by Grantor**. It will be a condition to any transfer or conveyance of the whole or any part of the Property by Grantor that Grantor shall cause the purchaser of any portion of the Property to execute an agreement in favour of Grantee agreeing to be bound by the terms hereof to the same extent as if such purchaser had been an original party hereto. The purchaser shall also agree to extract a similar covenant from any future purchaser of any portion of the Property.



10. Assignment by Grantee; Mortgage Rights.

(a) Right to Mortgage & Assign. Grantee, upon notice to Grantor, but without Grantor's consent or approval shall have the right to mortgage, charge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Transmission Easement or the Easement Area, or the Transmission Facilities (collectively, its "**Facilities Assets**"). These various security interests in all or a part of the Facilities Assets are collectively referred to as "**Mortgages**" and the holders of the Mortgages, their designees, successors and assigns are referred to as "**Mortgagees**". Grantee's notice to Grantor shall include the name and address of each Mortgagee and/or Assignee. Grantee shall also have the right without Grantor's consent to sell, convey, lease, sublease, grant or assign all or any portion of its Facilities Assets on either an exclusive or a non-exclusive basis, or to grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "**Assignment**"), to one or more persons or entities (collectively, "**Assignees**"). Assignees and Mortgagees shall use the Facilities Assets only for the uses permitted under this Grant. Assignees and Mortgagees shall have all rights and remedies allowed them under then existing laws except as limited by their individual agreements with Grantee, provided that under no circumstances shall any Mortgagee or Assignee have any greater rights of ownership or use of the Property than the rights granted to Grantee in this Grant.

*Refers to  
Sale to  
Hydro One?*

(b) Grantor Obligations: Grantor agrees to consent in writing to and to execute financing documents, including customary three party lender agreements, as may reasonably be required by Mortgagees. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Grant, Grantor shall give written notice of the default to each Mortgagee and Assignee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. Each Mortgagee and Assignee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee, Mortgagees or Assignees located on the Easement Area. The cure period for each Mortgagee and Assignee shall begin to run at the end of the cure period given to Grantee in this Grant, but in no case shall the cure period for any Mortgagee or Assignee be less than ninety (90) days after receipt of the default notice. Failure by Grantor to give a Mortgagee or Assignee notice of default shall not diminish Grantor's rights against Grantee, but shall preserve all rights of the Mortgagee or Assignee to cure any default and to remove any property of Grantee, the Mortgagee or Assignee located on the Easement Area.

(c) Mortgagee/Assignee Obligations. Any Mortgagee or Assignee that does not directly hold an interest in the Facilities Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Grant prior to the time the Mortgagee or Assignee directly holds an interest in this Grant, or succeeds to absolute title to Grantee's interest. A Mortgagee or Assignee shall be liable to perform obligations under this Grant only for and during the period it directly holds such interest or absolute title. Any Assignment permitted under this Grant shall release Grantee or other assignor from obligations accruing after the date that liability is assumed by the Assignee.

(d) Right to Cure Defaults/Notice of Defaults/Right to New Transmission Easement.



(1) To prevent Grantor's exercise of any remedies available to it in respect of a default by Grantee under this Grant, the Transmission Easement, or any partial interest in this Grant and the Transmission Easement, Grantee, any Mortgagee or Assignee shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the exercise of Grantor's remedies in respect of a default by Grantee under this Grant or any interest in the Facilities Assets.

(2) In the event of an uncured default by the holder of Grantee's entire interest in this Grant, or in the event of a termination of this Grant by agreement, by operation of law or otherwise, each Mortgagee or Assignee of a partial interest in the Facilities Assets shall have the right to have Grantor either recognize the Mortgagee's or Assignee's interest or, in the event of a termination, grant new easements substantially identical to this Grant and the Transmission Easement. Under the new easements, the Mortgagee or Assignee shall be entitled to, and Grantor shall not disturb, Mortgagee's or Assignee's continued use and enjoyment for the remainder of the Term.

(e) Extended Cure Period. If any default by Grantee under this Grant cannot be cured without obtaining possession of all or part of the Facilities Assets, then any such default shall be deemed remedied if a Mortgagee or Assignee: (a) within ninety (90) days after receiving notice from Grantor as set forth in Section 10(b), acquires possession of all or part of the Facilities Assets, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (b) diligently prosecutes any such proceedings to completion; and (c) after gaining possession of all or part of the Facilities Assets cures defects that are reasonably capable of being cured and not otherwise personal to Grantor and performs all other obligations as and when the same are due in accordance with the terms of this Grant. If a Mortgagee or Assignee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the ninety (90) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

(f) Certificates. Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Grant, if such be the case), consents to assignment, direct lender agreements and non-disturbance agreements as Grantee or any Mortgagee or Assignee may reasonably request from time to time. Grantor and Grantee shall cooperate in amending this Grant from time to time to include any provision that may be reasonably requested by Grantee or any Mortgagee or Assignee to implement the provisions contained in this Grant or to preserve a Mortgagee's security interest in the Facilities Assets.

11. Mortgagee Protection. Any Mortgagee, upon delivery to Grantor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Grant:

(a) Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right without Grantor's consent: (a) to assign its Mortgage; (b) to enforce its lien, including, to acquire title to all or any portion of the Facilities Assets by any lawful means; (c) to take possession of and operate all or any portion of the Facilities Assets and to perform all obligations to be performed by Grantee under this Grant, or to cause a receiver or a receiver and manager to be appointed to do so; and (d) to acquire all or any portion of the Facilities Assets by



foreclosure, by an assignment in lieu of foreclosure or by quit claim and thereafter without Grantor's consent to assign or transfer all or any portion of the Facilities Assets to a third party. A Mortgagee which assigns or transfers the Facilities Assets to a third party shall notify Grantor of the name and address of the Assignee or transferee.

(b) Opportunity to Cure.

(1) During any period of possession of the Easement Area by a Mortgagee (or a receiver or receiver and manager requested by a Mortgagee) and/or while any foreclosure, power of sale or other enforcement proceedings instituted by a Mortgagee are pending, the Mortgagee shall pay or cause to be paid the fees and all other monetary charges, if any, payable by Grantee under this Grant which have accrued and are unpaid at the commencement of the period and those which accrue thereafter during the period. Following acquisition of all or a portion of the Facilities Assets by the Mortgagee as a result of either foreclosure, acceptance of an assignment in lieu of foreclosure, quit claim or by a purchaser under a power of sale or judicial sale, this Grant shall continue in full force and effect and the Mortgagee or party acquiring title to the Facilities Assets shall, as promptly as reasonably possible, commence the cure of all defaults under this Grant and thereafter diligently process such cure to completion, whereupon Grantor's rights relating to such default shall be deemed waived; provided, however, that the Mortgagee or party acquiring title to the Facilities Assets shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("**non-curable defaults**"). Non-curable defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's interest in this Grant under a power of sale or judicial sale.

(2) Any Mortgagee or other party who acquires Grantee's interest in the Facilities Assets pursuant to foreclosure, assignment in lieu of foreclosure, quit claim, under a power of sale or judicial sale or otherwise shall not be liable to perform the obligations imposed on Grantee by this Grant incurred or accruing after the party no longer has ownership or possession of the Facilities Assets.

(c) New Easement.

(1) If this Grant is terminated for any reason, if the Facilities Assets are foreclosed, or if this Grant is rejected, repudiated, resiliated or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within ninety (90) days after such event, Grantee or any Mortgagee or Assignee shall have arranged to the reasonable satisfaction of Grantor for the payment of all fees or other charges due and payable by Grantee as of the date of such event, then Grantor shall execute and deliver to Grantee or such Mortgagee or Assignee or to a designee of one of these parties, as the case may be, a new easement to the Easement Area which (i) shall be for a term equal to the remainder of the Term before giving effect to such rejection, repudiation, resiliation or termination; (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Grant (except for any requirements that have been fulfilled by Grantee or any Mortgagee or Assignee prior to rejection, repudiation, resiliation or termination of this Grant); and, (iii) shall include that portion of the Easement Area in which Grantee or such other Mortgagee or Assignee had an interest on the date of rejection, repudiation, resiliation or termination.



(2) After the termination, repudiation, resiliation, rejection or disaffirmation of this Grant and during the period thereafter during which any Mortgagee shall be entitled to enter into new easements for the Easement Area, Grantor will not terminate the rights of any Assignee unless in default under its Assignment.

(3) If more than one Mortgagee makes a written request for a new easement pursuant to this provision, the new easements shall be delivered to the Mortgagee requesting such new easement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect.

(4) The provisions of this Section shall survive the termination, rejection, repudiation, resiliation or disaffirmation of this Grant and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Grantor, Grantee and each Mortgagee, and, from the effective date of such termination, rejection, repudiation, resiliation or disaffirmation of this Grant to the date of execution and delivery of such new easements, such Mortgagee may use and enjoy the Easement Area without hindrance by Grantor or any person claiming by, through or under Grantor, provided that all of the conditions for the new easements as set forth above are complied with.

(d) Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Grant to the contrary, the parties agree that so long as there exists an unpaid Mortgagee, this Grant shall not be modified or amended, and Grantor shall not accept a surrender, abandonment, cancellation or release of all or any part of the Easement Area from Grantee, prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this Grant.

(e) No Merger. There shall be no merger of this Grant or of the Transmission Easement with the fee estate in the Easement Area by reason of the fact that this Grant or any interest in the Transmission Easement may be held, directly or indirectly, by or for the account of any person or persons who shall own any interest in the fee estate. No merger shall occur unless and until all persons at the time having an interest in the fee estate in the Easement Area and all persons (including each Mortgagee) having an interest in this Grant or in the estate of Grantor and Grantee shall sign and record a written instrument effecting such merger. ?

(f) Liens. On the commencement of the Term, title to the Easement Area shall be free and clear of all monetary liens other than those expressly approved by Grantee. With respect to any such liens approved by Grantee, Grantor shall nevertheless obtain either non-disturbance agreements or postponements from the holders of such liens in favour of Grantee and this Transmission Easement, such agreements or postponements, as the case may be, to be reasonably satisfactory to Grantee. Thereafter, any assignment of this Grant, mortgage, deed of trust or other monetary lien placed on the Easement Area by Grantor, or permitted by Grantor to be placed or to remain on the Easement Area, shall be subject to and subordinate to this Grant, to any Assignment or Mortgage then in existence on the Facilities Assets as permitted by this Grant, to Grantee's right to encumber the Facilities Assets, and to any and all documents executed or to be executed by Grantor in connection with Grantee's development of all or any part of the Easement Area. Grantor agrees to ?



cause any monetary liens placed on the Easement Area by Grantor in the future to incorporate the conditions of this Section.

(g) Further Amendments. At Grantee's request, Grantor shall amend this Grant to include any provision which may reasonably be requested by a proposed Mortgagee; provided, however, that such amendment shall not impair any of Grantor's rights under this Grant or increase the burdens or obligations of Grantor under this Grant. Upon the request of any Mortgagee, Grantor shall execute any additional instruments reasonably required to evidence such Mortgagee's rights under this Grant.

12. Legal Fees. In the event of any controversy, claim or dispute arising out of or relating to the Transmission Easement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and legal fees.

13. Binding Effect; Governing Law. This Grant shall be binding upon and shall inure to the benefit of both Grantor and Grantee, and their respective heirs, successors and assigns, and shall be deemed a covenant running with the land for all purposes. The provisions hereof shall be governed by and construed in accordance with the laws of the Province of Ontario. Grantee agrees that this Transmission Easement and the rights, privileges and easements granted pursuant thereto shall be declared to be: (i) for the purposes of electricity transmission lines or electricity distribution lines within the meaning of Part VI of the *Ontario Energy Board Act*, 1998, and (ii) an easement in favour of a generator, transmitter or distributor for the purpose of generation, transmission or distribution within the meaning of Section 42.1 of the *Electricity Act*, 1998.

14. Termination. Grantee shall have the right to terminate this agreement at any time upon 30 days written notice to Grantor. Upon full or partial termination of the Transmission Easement, Grantee shall remove all physical material pertaining to the Transmission Facilities and restore the area formerly occupied by the Transmission Easement to substantially the same physical condition that existed immediately before the installation of the Transmission Facilities. In the event of termination, Grantee has no right to recover any amounts previously paid to Grantor as consideration for this Grant.

15. Notices.

All notices to be given hereunder shall be in writing and all such notices and any payments to be made hereunder may be made or served personally or by registered letter addressed to Grantor at:

To Grantor:

To Grantee:



Jericho Wind, Inc.  
5500 North Service Road, Suite 205  
Burlington, ON L7L 6W6, Canada  
Attention: Business Management  
Telephone: (905) 335-4904  
Facsimile: (905) 335-5731

With a copy to:

Jericho Wind, Inc.  
700 Universe Blvd.  
Juno Beach, FL 33408  
Attention: Business Management  
Telephone: (561) 691-7171  
Facsimile: (561) 691-7307

or such other address, as Grantor or Grantee respectively may from time to time advise and any such notices or payments shall be deemed to be given and received by the addressee upon personal service or, if served by registered letter, fourteen (14) days after mailing thereof, postage prepaid. In the event of a postal interruption, all notices to be given and all payments to be made hereunder may be made or served personally or delivered to the intended recipient at the address of the recipient set out above. Grantee shall also be permitted to make any payment to Grantor electronically at Grantee's discretion and subject to Grantor's consent.

16. **Severability.** If any term or provision of this Transmission Easement, or the application thereof to any person or circumstances shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Transmission Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

17. **Counterparts.** This Transmission Easement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

18. **Family Law Act.** Grantor represents and warrants to Grantee that if Grantor is an individual, Grantor is either not married, or if married, his or her spouse either comprises a Grantor hereunder or such spouse has consented to the grant of the Transmission Easement to Grantee pursuant to the terms herein by executing a copy of this Transmission Easement, and if Grantor is a corporation, the Easement Area has never been occupied by any of the directors, officers or shareholders of Grantor or the spouses of such directors, officers or shareholders and there are no shares in existence entitling the holders of such shares to occupation of the buildings. Accordingly, the Easement Area does not comprise a family residence within the meaning of the *Family Law Act*.

19. **Grantee's Statutory Rights.** This Transmission Easement shall not affect or prejudice Grantee's statutory rights to acquire the Easement Area under any laws, including, without limitation, Grantee's statutory rights under the *Ontario Energy Board Act*, 1998, which rights may be exercised at Grantee's discretion, in the event, Grantor being unable or unwilling for any reason

to perform this Transmission Easement, or, give to Grantee a clear and unencumbered title to the easement and right-of-way herein granted.

20. **Planning Act.** This Transmission Easement and the provisions hereof which create, or, are intended to create an interest in the Easement Area shall be effective to create such an interest only if the subdivision control provisions of the *Planning Act*, R.S.O. 1990 c. P. 13, as amended are complied with.

21. **Registration.** Grantee shall be entitled, at its cost and expense, to register this Transmission Easement or a notice in respect thereof, and any required reference plans in the applicable Land Registry Office, and, Grantor agrees to execute, at no cost to Grantee, all necessary instruments, plans and documentation for that purpose. ?

22. **Setback Waiver.** To the extent that (a) Grantor now or in the future owns or leases any land adjacent to the Easement Area, or (b) Grantee leases or holds an easement/license or a lease over land adjacent to Easement Area, and has installed or constructed or desires to install or construct any Transmission Facilities on said land at and/or near the common boundary between the Easement Area and said land, Grantor hereby waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning by-laws of the County and/or Province or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. If so requested by Grantee, Grantor shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged, any setback waiver, setback elimination or other document or instrument required by any governmental authority or that Grantee deems necessary or convenient to the obtaining of any entitlement or permit. ?

23. **Removal of Debris.** Within 120 days of the Commercial Operations Date, Grantee shall remove all debris from Property. For purposes of this Agreement "Commercial Operations Date" shall mean the date that the Transmission Facilities at the Project are commercially operational and delivering energy, as determined by the Grantee.

24. **Drainage Tile.** If any drainage tiles on or under the Easement area have been damaged as a direct result of Grantee's activities in connection with the construction of the Transmission Facilities, Grantee shall pay to Grantor the cost to repair or replace the drainage tiles.

25. **Fencing.** Grantee shall not fence the Easement Area or any part thereof, with the exception of transformer stations, without the written consent of the Grantor.

*[Remainder of page intentionally left blank, signature page follows]*



**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the date first above written.

**Owner:**

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_

**Developer:**

**Jericho Wind, Inc.**

a New Brunswick company

Per: \_\_\_\_\_

Dean R. Gosselin, Vice President

"I have the authority to bind the corporation"

**EXHIBIT A**  
**TO TRANSMISSION EASEMENT**  
**Legal Description of Property**

[REDACTED]

**BEING THE WHOLE OF PIN NO.** [REDACTED]

**Stipulated Acreage:** [REDACTED]



**EXHIBIT B**

**TO TRANSMISSION EASEMENT**

**Legal Description of Easement Area**

(Insert description from reference plan)

PT \_\_\_\_ LT \_\_\_\_, CON \_\_\_\_\_, DESIGNATED AS PART(S) \_\_\_\_ ON PLAN ●-\_\_\_\_\_,  
BEING PART OF PIN NO. \_\_\_\_\_

**EXHIBIT C**  
**TO TRANSMISSION EASEMENT**

**Compensation**

Payment terms available upon request by a person who has an interest in the subject lands.

In consideration for granting a Transmission Easement to **Jericho Wind, Inc.**, a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario ("**Grantee**"),  
as joint tenants, ("**Grantor**") shall receive the following compensation:

1. The greater of (a) a lump sum payment of Forty-Five Thousand Dollars (\$45,000.00), or (b) Fifteen Thousand Dollars (\$15,000.00) per acre for the number of acres depicted as the Easement Area on Exhibit "B".
2. A one-time payment of One Thousand Dollars (\$1,000.00) per pole constructed on the Property.
3. A one-time payment of Two Thousand Dollars (\$2,000.00) per guy wire anchor constructed upon the Property.
4. All payments shall include harmonized sales tax ("**HST**"), if applicable.

Payment shall be made to Grantor as follows: Fifty percent (50%) of the total amount due shall be paid within sixty (60) days of the Effective Date. Fifty percent (50%) shall be paid within thirty (30) days after completion of a final survey of the entire transmission line. Said survey shall determine the exact lineal footage/acreage upon which payment shall be made from Grantee to Grantor.

Payment shall be distributed as follows:

100% to

Address

Signature required for each payee:



---

Name:

Date: \_\_\_\_\_

---

Name:

Date: \_\_\_\_\_

**STATUTORY DECLARATION**

**RE: PLANNING ACT**

FLORIDA

) IN THE MATTER OF the easement (the "**Easement**") in  
) favour of **Jericho Wind, Inc.** (the "**Grantee**"), with respect  
) to the lands more particularly described in Exhibit "A"  
) hereto (the "**Easement Lands**")

COUNTY OF PALM BEACH

I, Dean R. Gosselin, of the Town of Juno Beach, in the State of Florida, DO SOLEMNLY DECLARE, in my capacity as Vice President of Jericho Wind, Inc. a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario, and without personal liability that:

1. I am the Vice President of Jericho Wind, Inc., a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario, (the "Grantee") and, as such, am aware of the matters herein deposed to save where same are stated to be upon information and belief, and where so stated, I verily believe same to be true.

2. The Easement Lands being acquired by the Grantee pursuant to the Easement are being acquired for the purpose of an electricity distribution line, electricity transmission line, hydrocarbon distribution line or hydrocarbon transmission line within the meaning of Part VI of the *Ontario Energy Board Act*, 1998, in respect of which this Statutory Declaration has been made pursuant to sub-clause 50(3)(d) of the *Planning Act* (Ontario), as amended.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

STATE OF FLORIDA

)

) ss:

COUNTY OF PALM BEACH

)

\_\_\_\_\_  
Dean R. Gosselin, Vice President

"I have the authority to bind the corporation"

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Dean R. Gosselin, as Vice President of Jericho Wind, Inc., a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario.

In witness whereof I hereunto set my hand and official seal.

(Seal)

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_