



November 18, 2016

George Dimitropoulos
Advisor, Licensing & Industry Liaison
Ontario Energy Board
PO Box 2319
2300 Yonge Street
26th Floor
Toronto ON M4P 1E4

**Integrated Gas
Recovery Services**
A Landfill Gas Utilization Company

Dear Sir:

Re: **Assignment of RESOP 11842 from
Glenridge Gas Utilization Inc. Electricity Licence EG-2004-0440 to
Integrated Gas Recovery Services Inc. Electricity Licence EG-2005-0212**

Integrated Gas Recovery Services Inc. (IGRS) has an Electricity Generation Licence EG-2005-0212 (see attached). In Schedule 1 of that licence is the Britannia Facility.

IGRS formed a 50/50 partnership with St. Catharines Hydro Generation Inc. (SCHGI), known as Glenridge Gas Utilization Inc. (GGUI). GGUI holds an Electricity Generation Licence EG-2004-0440 (see attached) to own and operate the Glenridge Landfill Gas to electricity facility. This facility was developed in 2007 and operates under a contract with IESO under RESOP contract 11842.

In September 2013, IGRS acquired the shares of SCHGI in GGUI and since that time IGRS wholly owns GGUI. The Share Purchase Agreement as well as Organizational charts before and after the change are attached.

At this time IGRS would like to cancel Electricity Generation Licence EG-2004-0440 and assign the plant to the schedule of EG-2005-0212. After this assignment is completed, IGRS will request IESO to assign RESOP 11842 from GGUI to IGRS. The transfer of the Electricity Generation Licence is the last step required before the IESO contract assignment.

There are no changes of address or contact name for the licensee. There are no changes to the officers and directors of IGRS.

The name, address and plant information of the generation facility to be added to Schedule 1 of EG-2005-0212 is as follows:

- GGUI Landfill Gas to electricity facility, owned and operated by Integrated Gas Recovery Services Inc. at 2800 Thorold Townline Road, Niagara Falls.
- RESOP contract 11842. Commissioned December 19, 2007.
- One (1) Jenbacher 320 1.05 MW reciprocating engine fueled by landfill gas.
- There is no project financing in place.

Thorold Location
P.O. Box 100
Thorold, ON
L2V 3Y8

Telephone
905-680-3745

Facsimile
905-680-1916

Cambridge Location
320 Pinebush Road
Suite 12
Cambridge, ON
N1T 1Z6

Telephone
519-621-6669

Facsimile
519-621-9944



Yours very truly,

INTEGRATED GAS RECOVERY SERVICES INC.

A handwritten signature in blue ink, appearing to read 'Walter Graziani', with a long horizontal flourish extending to the right.

Walter M. Graziani, P.Eng.
Director

Cc Dave Thompson
Paul Bulla



Electricity Generation Licence

EG-2004-0440

Glenridge Gas Utilization Inc.

Valid Until
March 13, 2025

Mark C. Garner
Managing Director, Market Operations
Ontario Energy Board

Date of Issuance: March 14, 2005

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
26th. Floor
Toronto, ON M4P 1E4

Commission de l'Énergie de l'Ontario
C.P. 2319
2300, rue Yonge
26e étage
Toronto ON M4P 1E4

1 Definitions

In this Licence:

"Act" means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

"Electricity Act" means the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A;

"generation facility" means a facility for generating electricity or providing ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system and includes any structures, equipment or other things used for that purpose;

"Licensee" means: Glenridge Gas Utilization Inc.;

"regulation" means a regulation made under the Act or the Electricity Act;

2 Interpretation

2.1 In this Licence words and phrases shall have the meaning ascribed to them in the Act or the Electricity Act. Words or phrases importing the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of the licence. Any reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document. In the computation of time under this licence where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens and where the time for doing an act expires on a holiday, the act may be done on the next day.

3 Authorization

3.1 The Licensee is authorized, under Part V of the Act and subject to the terms and conditions set out in the Licence:

- a) to generate electricity or provide ancillary services for sale through the IMO-administered markets or directly to another person subject to the conditions set out in this Licence. This Licence authorizes the Licensee only in respect of those facilities set out in Schedule 1;
- b) to purchase electricity or ancillary services in the IMO-administered markets or directly from a generator subject to the conditions set out in this Licence; and

- c) to sell electricity or ancillary services through the IMO-administered markets or directly to another person, other than a consumer, subject to the conditions set out in this Licence. 14
- 4 Obligation to Comply with Legislation, Regulations and Market Rules** 15
- 4.1 The Licensee shall comply with all applicable provisions of the Act and the Electricity Act, and regulations under these Acts, except where the Licensee has been exempted from such compliance by regulation. 16
- 4.2 The Licensee shall comply with all applicable Market Rules. 17
- 5 Obligation to Maintain System Integrity** 18
- 5.1 Where the IMO has identified, pursuant to the conditions of its licence and the Market Rules, that it is necessary for purposes of maintaining the reliability and security of the IMO-controlled grid, for the Licensee to provide energy or ancillary services, the IMO may require the Licensee to enter into an agreement for the supply of energy or such services. 19
- 5.2 Where an agreement is entered into in accordance with paragraph 5.1, it shall comply with the applicable provisions of the Market Rules or such other conditions as the Board may consider reasonable. The agreement shall be subject to approval by the Board prior to its implementation. Unresolved disputes relating to the terms of the Agreement, the interpretation of the Agreement, or amendment of the Agreement, may be determined by the Board. 20
- 6 Restrictions on Certain Business Activities** 21
- 6.1 Neither the Licensee, nor an affiliate of the Licensee shall acquire an interest in a transmission or distribution system in Ontario, construct a transmission or distribution system in Ontario or purchase shares of a corporation that owns a transmission or distribution system in Ontario except in accordance with section 81 of the Act. 22
- 7 Provision of Information to the Board** 23
- 7.1 The Licensee shall maintain records of and provide, in the manner and form determined by the Board, such information as the Board may require from time to time. 24
- 7.2 Without limiting the generality of paragraph 7.1 the Licensee shall notify the Board of any material change in circumstances that adversely affects or is likely to adversely affect the business, operations or assets of the Licensee, as soon as practicable, but in any event no more than twenty (20) days past the date upon which such change occurs. 25

8	Term of Licence	26
8.1	This Licence is effective on March 14, 2005 and shall expire on March 12, 2025. The term of this Licence may be extended by the Board.	27
9	Fees and Assessment	28
9.1	The Licensee shall pay all fees charged and amounts assessed by the Board.	29
10	Communication	30
10.1	The Licensee shall designate a person that will act as a primary contact with the Board on matters related to this Licence. The Licensee shall notify the Board promptly should the contact details change.	31
10.2	All official communication relating to this Licence shall be in writing.	32
10.3	All written communication is to be regarded as having been given by the sender and received by the addressee:	33
a)	when delivered in person to the addressee by hand, by registered mail or by courier;	34
b)	ten (10) business days after the date of posting if the communication is sent by regular mail; and	35
c)	when received by facsimile transmission by the addressee, according to the sender's transmission report.	36
11	Copies of the Licence	37
11.1	The Licensee shall:	38
a)	make a copy of this Licence available for inspection by members of the public at its head office and regional offices during normal business hours; and	39
b)	provide a copy of the Licence to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.	40

SCHEDULE 1 LIST OF LICENSED GENERATION FACILITIES

41

The Licence authorizes the Licensee only in respect to the following: .

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1. Glenridge Landfill Gas to electricity facility, owned and operated by Glenridge Gas Utilization Inc. at 541 Glenridge Avenue, St. Catharines, Ontario.

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Electricity Generation Licence

EG-2005-0212

Integrated Gas Recovery Services Inc.

Valid Until
April 17, 2025

Mark C. Garner
Managing Director, Market Operations
Ontario Energy Board

Date of Issuance: April 18, 2005

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
26th. Floor
Toronto, ON M4P 1E4

Commission de l'Énergie de l'Ontario
C.P. 2319
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“Electricity Act” means the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A;

“generation facility” means a facility for generating electricity or providing ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system and includes any structures, equipment or other things used for that purpose;

“Licensee” means: Integrated Gas Recovery Services Inc.;

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c)	to sell electricity or ancillary services through the IMO-administered markets or directly to another person, other than a consumer, subject to the conditions set out in this Licence.	14
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5.2	Where an agreement is entered into in accordance with paragraph 5.1, it shall comply with the applicable provisions of the Market Rules or such other conditions as the Board may consider reasonable. The agreement shall be subject to approval by the Board prior to its implementation. Unresolved disputes relating to the terms of the Agreement, the interpretation of the Agreement, or amendment of the Agreement, may be determined by the Board.	20
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7.2	Without limiting the generality of paragraph 7.1 the Licensee shall notify the Board of any material change in circumstances that adversely affects or is likely to adversely affect the business, operations or assets of the Licensee, as soon as practicable, but in any event no more than twenty (20) days past the date upon which such change occurs.	25

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SCHEDULE 1 LIST OF LICENSED GENERATION FACILITIES

41

The Licence authorizes the Licensee only in respect to the following:

42

1. Britannia Facility, owned and operated by the Licensee at 950 Plymouth Drive, Mississauga, Ontario.

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ST. CATHARINES HYDRO GENERATION INC.

and

INTEGRATED GAS RECOVERY SERVICES INC.

and

GLENRIDGE GAS UTILIZATION INC.

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement dated September 13, 2013 is made between

ST. CATHARINES HYDRO GENERATION INC., a corporation incorporated under the laws of Ontario,

(hereinafter referred to as the “**Vendor**”)

and

INTEGRATED GAS RECOVERY SERVICES INC., a corporation incorporated under the laws of Ontario,

(hereinafter referred to as the “**Purchaser**”)

and

GLENRIDGE GAS UTILIZATON INC., a corporation incorporated under the laws of Ontario

(hereinafter referred to as the “**Corporation**”)

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained and of other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party hereto), the Parties agree with one another as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

“**Agreement**” means this share purchase agreement and all schedules and instruments in amendment or confirmation of it; and the expressions “**Article**” and “**Section**” followed by a number mean and refer to the specified Article or Section of this Agreement.

“**Closing**” means the completion of the transaction of purchase and sale contemplated in this Agreement.

“**Closing Date**” means September 25, 2013 or such other date as the Parties agree upon in writing.

“Effective Date” means the 13th day of September, 2013.

“Laws” means any and all applicable laws including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, guidelines, and general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which the word is used.

“Parties” means the Vendor, the Purchaser, the Corporation and any other Person who may become a party to this Agreement.

“Person” means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

“Purchaser” means Integrated Gas Recovery Services Inc.

“Shareholders’ Agreement” means the shareholders’ agreement, dated January 27, 2004, between the Vendor, the Purchaser and the Corporation.

“Time of Closing” means the time of Closing on the Closing Date.

“Vendor” means St. Catharines Hydro Generation Inc.

Section 1.2 Gender and Number.

Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

Section 1.3 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

Section 1.4 Currency.

All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in Canadian currency.

Section 1.5 Certain Phrases, etc.

In this Agreement (i) the words “including” and “includes” mean “including (or includes) without limitation”, and the phrase “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”, and (ii) in the computation of periods of time from a specified date to a later specified

date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to and including".

Section 1.6 Incorporation of Schedules.

The following schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it:

Schedule 1 Authorized and Issued Share Capital

PURCHASED SHARES AND PURCHASE PRICE

Section 1.7 Purchase and Sale.

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor the issued and outstanding shares in the capital of the Corporation namely one hundred (100) common shares (collectively, the "**Purchased Shares**") owned by the Vendor and described in Schedule 1 hereto. The Vendor and the Purchaser hereby consent, pursuant to Section 5.1 of the Shareholders' Agreement, to the transfer of the Purchased Shares as provided for herein and that upon completion of the purchase of the Purchased Shares the Shareholders' Agreement shall be terminated as provided for in Section 10.5 of the Shareholders' Agreement.

Section 1.8 Purchase Price.

(a) The aggregate purchase price (the "**Purchase Price**") payable by the Purchaser to the Vendor for the Purchased Shares shall be [REDACTED] which will be paid in full satisfaction of:

- (i) the purchase of all of the Vendor's shares in the Corporation; and
- (ii) the Vendor's shareholder loan to the Corporation of [REDACTED] evidenced by the promissory note attached hereto as Schedule 2 (the "Note") which Note shall be assigned to the Purchaser.

Section 1.9 Payment of the Purchase Price.

The Purchaser shall pay the Purchase Price as follows:

- (i) The sum of [REDACTED] in trust to the Vendor's solicitors, Wilson, Spurr LLP to be applied by them in full satisfaction of:
 - (A) The purchase of all of the Vendor's shares in the Corporation; and

- (B) The assignment of the Note.

Section 1.10 Closing Proceeds

The Closing shall take place on the Closing Date and the transactions contemplated by this Agreement shall be effective on the Effective Date.

Section 1.11 Title to Purchased Shares

As of the Closing Date:

- (i) legal and beneficial title to the Purchased Shares shall transfer to the Purchaser and the Vendor shall ensure that such title is good and valid and free and clear of all liens, other than those restrictions on transfer contained in the articles of the Corporation; and
- (ii) the Note shall be assigned to the Purchaser.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

Section 2.1 Representations and Warranties of the Vendor.

The Vendor represents and warrants as follows to the Purchaser and acknowledges and confirms that the Purchaser is relying upon such representations and warranties in connection with the purchase by the Purchaser of the Purchased Shares:

Corporate Matters

- (a) **Incorporation and Qualification.** The Corporation is a corporation duly incorporated, organized and existing under the laws of the Province of Ontario and has the corporate power to carry on the business and enter into and perform its obligations under this Agreement and the Corporation is duly qualified, licensed or registered to carry on business in Ontario.
- (b) **Validity of Agreement.** The execution, delivery and performance by the Vendor and the Corporation of this Agreement to which any such Vendor or the Corporation, as applicable, is a party:
 - (i) has been duly authorized by all necessary corporate action on the part of the Vendor;
 - (ii) do not (and will not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of the constating

documents or by-laws of the Corporation or any contracts or instruments to which the Vendor or the Corporation is a party or pursuant to which any of the Purchased Shares may be affected;

- (iii) will not result in the violation of any Law and
 - (iv) the execution of this Agreement does not breach the constating documents and by- laws of the Corporation.
- (c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against the Vendor in accordance with its respective terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (d) **Authorized and Issued Capital.** The authorized and issued share capital of the Corporation as at the Closing is as set out in **Schedule 1** to this Agreement.
- (e) **No Other Agreements to Purchase.** Except for the Purchaser's right under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for (i) the purchase or acquisition from the Vendor of any of the Purchased Shares, or (ii) the purchase, subscription, allotment or issuance of any of the unissued shares or other securities of the Corporation.
- (f) **Title to Purchased Shares.** The Purchased Shares are owned by the Vendor as the registered and beneficial owner as set forth in Section 2.1(e) above, with good title, free and clear of all liens other than those restrictions on transfer, if any, contained in the articles of the Corporation. Upon completion of the transaction contemplated by this Agreement, the Purchaser will have good and valid title to the Purchased Shares, on and after the Closing, free and clear of all restrictions on transfer other than those, if any, contained in the articles of the Corporation.
- (g) **Residence of the Vendor.** The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 3.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendor and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Shares:

- (a) **Power and Authority.** The Purchaser has the power and authority to enter into, and to perform his obligations under this Agreement.
- (b) **Validity of Agreement.** The execution, delivery and performance by the Purchaser of this Agreement and every other instrument or agreement delivered by the Purchaser pursuant to this Agreement has been duly authorized and will not result in the violation of any Law.
- (c) **Execution and Binding Obligation.** This Agreement has been executed and delivered by the Purchaser and constitute legal, valid and binding obligations, to the extent set forth therein, of the Purchaser, enforceable against him in accordance with their respective terms subject only to any limitation under applicable laws relating to bankruptcy, insolvency, arrangement or other similar laws of general application affecting creditors' rights, and the discretion that a court may exercise in the granting of equitable remedies.

ARTICLE 4

VENDOR DELIVERABLES

Section 4.1 Vendor Deliverables

As of the Closing Date, the Vendor shall have:

- (a) All nominee directors of the Vendor resign as directors of the Corporation;
- (b) All nominee officers of the Vendor resign as officers of the Corporation; and
- (c) Provide a Full and Final Release from the Vendor and its nominee directors and officers of the Corporation in favour of the Purchaser and the Corporation, their directors, officers, employees and shareholders, subject only to payment to the Vendor in accordance with the foregoing and any obligations or covenants that the Purchaser may have made in favour of the Vendor pursuant to this Agreement.

ARTICLE 5 CONDITIONS OF CLOSING

Section 5.1 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Shares is subject to the following conditions to be fulfilled or performed prior to Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in his sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Vendor contained in this Agreement shall have been true and correct as of the Effective Date.
- (b) **Performance of Covenants.** The Vendor shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by him at or prior to the Closing.
- (c) **Deliveries.** The Vendor shall deliver or cause to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser, acting reasonably, duly executed by all parties thereto (other than the Purchaser):
 - (i) share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank, in either case by the holders of record;
 - (ii) evidence that all necessary steps and proceedings as approved by counsel for the Purchaser to permit all of the Purchased Shares to be transferred to the Purchaser or its nominee(s) have been taken;
 - (iii) the documentation as provided for in Section 4.1; and
 - (iv) assignment of the Note to the Purchaser.

Section 5.2 Conditions for the Benefit of the Vendor.

The purchase and sale of the Purchased Shares is subject to the following conditions to be fulfilled or performed prior to the Closing, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in his sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Effective Date.

- (b) **Performance of Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by him at or prior to the Closing.
- (c) **Deliveries.** The Purchaser shall deliver or cause to be delivered to the Vendor the following in form and substance satisfactory to the Vendor acting reasonably duly executed by the Purchaser:
 - (i) the payment of the Purchase Price as provided for in Section 1.9.
 - (ii) a Full and Final Release in favour of the Vendor, its officers, directors, shareholders and employees, subject only to the obligations or covenants that the Vendor may have made in favour of the Purchaser pursuant to this Agreement; and
 - (iii) evidence of release of the Vendor from any guarantees in support of the obligations of the Corporation.

ARTICLE 6

COVENANTS OF THE PARTIES

Section 6.1 Filings and Authorizations.

Each of the Vendor and the Purchaser will (i) make, or cause to be made, all such filings and submissions under all Laws applicable to it, as may be required for it to consummate the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement, and (ii) use all reasonable efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for it to fulfil its obligations under this Agreement.

Section 6.2 Confidentiality.

After the Closing, the Vendor will keep confidential all information in its possession or under its control relating to the Purchaser, the Corporation and the Business unless such information is or becomes generally available to the public other than as a result of a disclosure by the Vendors in violation of this Agreement.

Section 6.3 Further Assurances.

From time to time after the Effective Date, each Party shall, at the request of any other Party, execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the Purchased Shares to the Purchaser and carry out the intent of this Agreement.

ARTICLE 7
MISCELLANEOUS

Section 7.1 Notices.

Any notice, direction or other communication given under this Agreement or any Ancillary Agreement shall be in writing and given by delivering it or sending it by facsimile or other similar form of recorded communication addressed:

(a) To the Purchaser and the Corporation:

●Integrated Gas Recovery Services Inc.

WEG Facility

2800 Thorold Towline Rd.

Niagara Falls, On.

L2E 6S4

(b) To the Vendor:

340 Vansickle Road, P.O. Box 4083

St. Catharines, Ontario

L2R 7S3

Attention: Frank Perri

fperri@schydro.com

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a business day and such delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next business day, or (ii) if transmitted by facsimile or similar means of recorded communication on the business day following the date of transmission. Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

Section 7.2 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 7.3 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendor and the Purchaser.

Section 7.4 Waiver.

- (1) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar); nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.
- (2) No failure on the part of the Vendor or the Purchaser to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

Section 7.5 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of any Party, shall continue in full force and effect. Closing shall not prejudice any right of one Party against the other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 7.6 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth herein and therein and neither the Vendor nor the Purchaser has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Agreement.

Section 7.7 Successors and Assigns.

- (1) This Agreement shall become effective when executed by the Vendor and the Purchaser and after that time shall be binding upon and enure to the benefit of the Vendor, the Purchaser and their respective heirs, executors, administrators, successors and permitted assigns.

Section 7.8 Severability.

If any provision of this Agreement shall be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

Section 7.9 Governing Law.

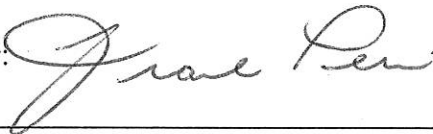
- (1) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (2) Each of the Parties irrevocably attorns and submits to the exclusive jurisdiction of the Ontario Court (General Division) with respect to any matter arising under or related to the Agreement or any Ancillary Agreement.

Section 7.10 Counterparts.

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

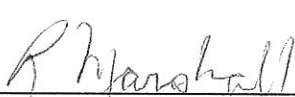
IN WITNESS WHEREOF the Parties have executed this Share Purchase Agreement.

**ST. CATHARINES HYDRO GENERATION
INC.**

Per: 

Name: Frank Perri

Title: General Manager

Per: 

Name: Robert Marshall

Title: Chair

**INTEGRATED GAS RECOVERY
SERVICES INC.**

Per: _____

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IN WITNESS WHEREOF the Parties have executed this Share Purchase Agreement.

**ST. CATHARINES HYDRO GENERATION
INC.**

Per:

Name:

Title:

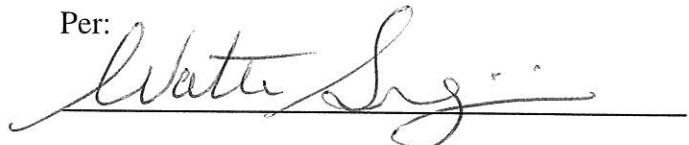
Per:

Name:

Title:

**INTEGRATED GAS RECOVERY
SERVICES INC.**

Per:

_____

Name: *WALTER GRALIANI*

Title: *SECRETARY-TREASURER*

Per:



Name: *John Fisher*

Title: *President*

GLENRIDGE GAS UTILIZATION INC.

Per:



Name: *Mike Watt*

Title: *Secretary-Treasurer*

Per:



Name: *FRANK PERAI*

Title: *PRESIDENT*

SCHEDULE 1 – Authorized Capital and Issued Share Capital

Authorized Capital

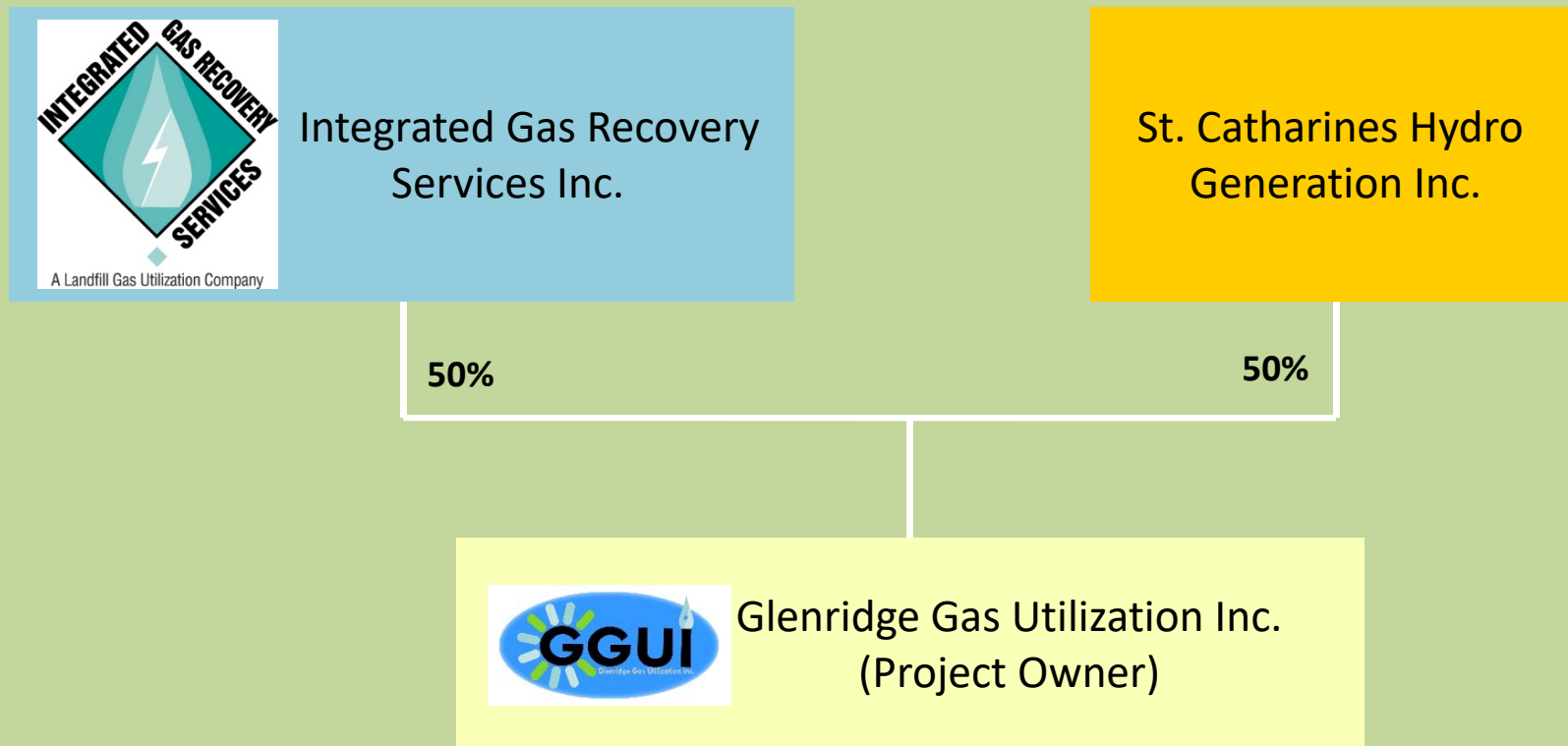
Unlimited common shares

Issued Share Capital

100 Common shares – Integrated Gas Recovery Services Inc.

100 Common shares – St. Catharines Hydro Generation Inc.

GGUI Landfill Gas to Energy Facility Project Structure Before Ownership Change Sept 2013



GGUI Landfill Gas to Energy Facility Project Structure After Ownership Change Sept 2013



100%



Glenridge Gas Utilization Inc.
(Project Owner)