

LICENCE OF OCCUPATION

THIS AGREEMENT made in duplicate as of the 4 day of April, 2018 (hereinafter referred to as the "Licence")

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Public Works and Government Services (hereinafter referred to as "Her Majesty" or as the "Licensor")

OF THE FIRST PART

AND:

Commandite gestion energy windmill DREAM Quebec inc., (hereinafter referred to as the "Licensee")

OF THE SECOND PART

(The Licensor and the Licensee are collectively referred to herein as the "Parties")

WHEREAS Her Majesty is the owner of the bridge and all of the bridge structure, equipment and works located on the real property within in the Province of Ontario as and located on the immovable within the Province of Quebec as shown in Schedule "A" hereto, (the "Her Majesty's Lands");

AND WHEREAS The Licensor is the registered owner in fee simple or is otherwise entitled to deal with the real property within the Province of Ontario as in Schedule "A" hereto;

AND WHEREAS The Licensor is not the registered owner of the immovable within the Province of Quebec as shown in Schedule "A" hereto but is entitled to deal with the bridge and all of the bridge structure, equipment and works located on the immovable;

AND WHEREAS By a Licence to Occupy Crown Land (hereinafter called the "Original Licence") dated July 15, 1994, subsequently renewed from time to time, Her Majesty provided Domtar Inc. as Licensee the right to occupy certain premises as outlined in green on the plans attached in Schedule "B" hereto (hereinafter called "the Licensed Lands"), situated in the City of Ottawa, Province of Ontario, and the City of Gatineau, Province of Quebec;

AND WHEREAS Pursuant to a Pipeline Purchase Agreement between Domtar Inc. ("Domtar") and Windmill DREAM Quebec G.P. Energy Holdings Inc. ("Windmill") dated June 23, 2015, held in escrow pursuant to an Escrow Agreement, released from escrow on January 29, 2016, Domtar assigned and transferred to Windmill, and Windmill accepted, all of Domtar's right, title and interest in, to and under the Licence to Occupy Crown Land dated July 15, 1994 between the Minister of Public Works and Government Services, as Licensor and Domtar (as successor in title to E.B. Eddy Forest Products Ltd.) as Licensee, as amended and renewed from time to time.

AND WHEREAS By a License of Occupation dated October 11, 2016 for a term ending June 30, 2017, and another License of Occupation dated July 26, 2017 for a term ending June 30, 2018 Her Majesty provided the Licensee the right to occupy the Licenced Lands;

AND WHEREAS The Parties wish to renew the said licence dated July 26, 2017 which was for the term commencing July 1, 2017 and ending June 30, 2018.

AND WHEREAS The Licensee has installed a Type 304 stainless steel, 11 gauge, 25.5 cm diameter effluent pipeline, 1 (one) 12-inch diameter steam pipeline and associated 4-inch diameter condensate pipeline, and 1 (one) 12-inch diameter filtered water pipeline (the "Original Equipment"), to the Licensed Lands and requires access for the maintenance of the "Original Equipment";

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants contained herein and the payment by the Licensee to the Licensor of the sum of **ONE (\$1.00) DOLLAR** of lawful money of Canada, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1.0 GRANT OF A LICENCE

1.1 The Licensee shall have and is hereby granted the non-exclusive right to access and occupy a portion of Her Majesty's Lands (the "Licensed Lands") outlined in green on Schedule "B" for the purpose of, inspecting, operating, maintaining repairing, and removing the Original Equipment

and the Licensee shall not use the Licensed Lands for any other purpose whatsoever without the prior consent of the Licensor.

- 1.2 All matters and activities referred to in Section 1.1, herein defined as the Work, are to be performed at the sole risk and cost of the Licensee and at all times in accordance with the terms and conditions of this agreement, being the Licence to occupy the Licensed Lands hereinafter called the "Licence".
- 1.3 The Licensor and the Licensee acknowledge that the Work has been constructed in, on, along or through the Licensed Lands. The Licensee covenants and agrees that the provisions of this Licence shall apply from the date of commencement of this Licence and, mutatis mutandis, to the period of time prior to the granting of this Licence during which the Works or any part thereof were being constructed and have been located and in existence on, in, along or through the Licensed Lands.
- 1.4 The Licensor retains all of her rights over the Licensed Lands save and except for those granted hereunder to the Licensee. It is understood and agreed that the Licensed Lands may be used by other public utilities, municipal bodies or persons if granted a licence or lease by the Licensor. The Licensor retains the right to grant easements, licences, or leases on, over or under the Licensed Lands to any person, public utility or municipal body it desires and under any terms and conditions it deems desirable. The Licensee hereby consents to the transferring by the Licensor of any such easement, licence or lease. Prior to the construction of any other Equipment, the subject matter of future easements, licences or leases within the Licensed Lands, the Licensee of such easements, licences or leases will be required to submit plans for the review of the Licensee herein and to obtain the written consent to enter or construct from the Licensee herein so as to ensure that no conflict will exist between the parties as regards to the installation of the Equipment.
- 1.5 Unless by waiver given in writing by the Licensor, the Licensor shall not be deemed to have waived any breach by the Licensee or any of the terms and conditions of this Licence and a waiver related only to the specific breach to which it refers and in no way affects or limits the right of the Licensor with respect to any breach to which it does not refer.
- 1.6 This Licence may not be altered, modified, amended or changed in any way by the Licensee without the approval of the Licensor and will be subject to renegotiation.
- 1.7 The Licensee shall use the Licensed Lands solely for the operation, inspection, maintenance, repair, and removal of the Work. Any modification, improvement, upgrade or other change to the Work's size, use or location shall require the prior written consent of Her Majesty and will require an amendment to this agreement.

ARTICLE 2.0 – TERM

- 2.1 The Term of this Licence granted shall commence on the first (1st) day of July, 2018 and shall terminate on the thirtieth (30th) day of June, 2020 (hereinafter referred to as the "Term"). Provided, however, the parties hereto may agree to renew the original term of this Licence if at any time during the term they so agree to do so in writing. If the parties agree to such an extension or renewal the rate shall be negotiated in accordance with the prevailing fair market value rate applicable at the time of extension or renewal.
- 2.2 The Licensee shall use the Licensed Lands solely for the operation, inspection, maintenance, repair, and removal of the Equipment. Any modification, improvement, upgrade or other change to the Equipment's size, use or location shall require the prior written consent of Her Majesty and will require an amendment to this agreement.

ARTICLE 3.0 - TERMINATION

- 3.1 (a) If, in the sole opinion of Her Majesty, the Licensee breaches a term, obligation or condition of this Licence, the Licensor may give notice of the said breach to the Licensee and request that it rectify the breach. If the Licensee fails to rectify the breach prior to the expiration of three (3) days from the date of notice, to the satisfaction of the Licensor, then this Licence may be terminated by the Licensor immediately upon notice of termination for cause hereunder delivered to the Licensee in accordance with ARTICLE 12.0 – NOTICE.
- (b) Notwithstanding 3.1(a), either party shall have the right, to be exercised by written notice to the other, to terminate this Licence upon sixty (60) days' notice. In the event that such termination is exercised by the Licensee, Her Majesty shall not be required to refund any prepaid portion of the fee for the then current year.
- (c) The Licensee, upon written notice of not less than six (6) months' by the licensor, will remove, lower or divert the said Equipment as directed and at the sole expense of the Licensee.

- (d) If the Licensee should fail to comply with the direction by the Licensor to remove, lower or divert the said Equipment as required, the said Equipment shall be removed, lowered or diverted by the Licensor and the total cost of such removing, lowering or diverting shall be recoverable by the Licensor.

ARTICLE 4.0 - CONSIDERATION

- 4.1 The Licensee shall pay to the Licensor a fee, a sum of **Nine Thousand Forty-Five and 92/100 (\$9,045.92) DOLLARS** plus HST payable on the execution of this Licence.

The fee shall be paid to the Receiver General for Canada and delivered to:

Public Works and Government Services
NCA, Commercial Operations and Property Transactions
191 Promenade du Portage, 3rd Floor
Gatineau, Québec
K1A 0S5

Attention: Property Transactions

ARTICLE 5.0 – OBLIGATIONS OF THE LICENSEE

- 5.1 (a) Any activity to be performed by the Licensee pursuant to this Licence shall comply with all applicable labour laws, regulations, codes and standards, federal, provincial and municipal statutes (including Environmental), regulations and by-laws when accessing, working and maintaining on either the Licensed Lands or surrounding lands and shall erect suitable protective fencing and/or barricades and flashers around any such excavation.
- (b) Any activity to be performed by the Licensee pursuant to this Licence shall be performed with reasonable diligence, in a good and workmanlike manner, in good faith and with due dispatch;
- (c) The Licensee shall provide Her Majesty with reasonable access to the Licensed Lands in order to verify that the conditions of this Licence are respected. The Licensee shall cooperate fully with Her Majesty's inspection of the Licensed Lands;
- (d) The Licensee shall not commit waste on the Licensed Lands;
- (e) The Licensee shall ensure that all legal, control survey, or other monuments are protected and not disturbed, damaged or destroyed during construction or maintenance of the Equipment. Should any such monuments be disturbed, damaged or destroyed, the Licensee shall at its expense replace such monuments by a qualified Ontario Land Surveyor to the satisfaction of Her Majesty;
- (f) The Licensee shall ensure that, as a result of the Work, no construction liens, orders or other liens, charges or encumbrances are registered. In the event that any such liens, orders, charges or encumbrances are registered, the Licensee will have these removed forthwith at the Licensee's sole cost and expense;
- (g) Notwithstanding any rule of law or equity, the Equipment installed on, brought onto, laid on or buried in or under the Licensed Lands shall at all times remain the property of the Licensee notwithstanding that the same may be annexed or affixed to the freehold of the Licensed Lands which are owned by Her Majesty. The Licensee shall be fully responsible, at its own expense, for the management, operation, repair, maintenance and removal of the said Equipment;
- (h) The Licensee shall be responsible, at its sole expense, for any and all legal and survey work required as a result of or in any way related to the Work. Her Majesty reserves the right to review any and all surveys of Licensed Lands;
- (i) The Licensee shall be responsible for coordinating their activities and Work with other 3rd party projects being undertaken on the Licensed Lands.
- (j) The Licensee acknowledges that the Licensor has itself license rights only over that portion of the Licensed Lands shown in pink in Schedule "A" by way of a Land Use Permit from the Ministry of Natural Resources of the Province of Ontario.
- (k) The Licensee covenants and agrees that it shall be responsible for and pay any costs related to the temporary relocation of the Equipment required by the Licensor to do maintenance work and repair on the Licensed Lands.
- (l) The Licensee shall be responsible for the maintenance of the Equipment during the term of this Licence to the satisfaction of the Licensor.

- (m) Prior to the commencement of any work on, over, along or through the Licensed Lands or any part thereof, the Licensee shall submit all plans and specifications of the Equipment (including but not limited to the nature and quality of the pipe to be used) to the Licensor for its written approval.
- (n) Prior to entering the Licensed Lands for any reason whatsoever the Licensee, its servants, agents, workers or contractors shall obtain a work entry permit from the Licensor, or the Licensor's appointee. Provided that in the case of an emergency, the work entry permit may be obtained after entry on the Licensed Lands. The Licensee shall, to the best of its ability, endeavour to obtain prior verbal authorization to carry out the emergency repairs. The Licensee hereby covenants and agrees to indemnify and save harmless the Licensor and its Lessees, licensees and transferees of easements from any and all damages suffered as a result of the entry of the Licensee on the Licensed Lands in accordance with paragraph 9.3 herein.
- (o) The Licensee shall not exercise any claims against the Licensor, its employees or agents in the event of injury, loss or material damage incurred by the Licensee, its officers, employees, workers, agents or contractors or by any act carried out in this connection, or not carried out as prescribed, and hereby waives all such claims. The Licensee acknowledges that it is granted this Licence at its own risk and peril.
- (p) The Licensee shall be responsible for any damage, loss or charges created by or resulting from flooding, seepage, overflow or increased flow due to the existence of the Equipment.
- (q) Notwithstanding any rule of law or equity, any Equipment constructed by the Licensee hereunder together with all appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Licensee, even though the same may have become annexed or affixed to the Licensed Lands.
- (r) The Licensee acknowledges and agrees that its obligations to the Licensor under this Licence will continue to apply to any successor or assign of the Licensor in relation to the Licensed Lands or any part thereof. In this way, wherever the word "Licensor" appears in this Licence, the word "Licensor" shall be read to include the Licensor or any successor or assign of the Licensor in relation to the Licensed Lands. Without limiting the generality of the first part of this section, if the Licensor sends a notice to the Licensee advising that the Licensor's interest in the Licensed Lands has been disposed of to a successor or assigned the Licensor will be automatically discharged from any obligation pertaining to the Licence.
- (s) The Licensee shall reinforce the said Equipment at its expense if future construction by the Licensor makes this necessary.
- (t) The approval of any plan or specification by the Licensor is not on a regulatory or technical basis. The approval of any plan or specification by the Licensor or the doing or carrying out of any work or thing by the Licensee subject to the approval or under the control or direction of, or to the satisfaction of the Licensor, as provided for under the terms and conditions herein set out and referred to, shall not relieve or be deemed to relieve the Licensee of any liability nor impose nor be deemed to impose any liability on the part of the Licensor in any manner based upon, arising out of or attributable to any such approval, control or direction.

ARTICLE 6.0 - DAMAGE AND REPAIR LANDS

- 6.1 The Licensee shall, at its own expense, repair any damage to the Licensed Lands, which damage arises as a result of or in any way related to the Works, except to the extent caused by Her Majesty, Her employees, servants, agents, contractors and those for whom Her Majesty is responsible at law. For the purposes of this Licence, "damage" shall be deemed to be any adverse change in the condition of the Licensed Lands as a result of or in any way related to the Works. Any repair and remedial works must be completed within thirty (30) days of the Licensor or designated representative's written notice delivered hereunder to the Licensee. Should the damage not be able to be repaired within thirty (30) days because of the scope or nature of the damage, the Licensee shall commence the repair during the thirty (30) day period and notify the Licensor or designated representative in writing of the schedule for its completion and continue to diligently complete the repair to the satisfaction of the Licensor. The Licensee's obligation to repair damage to the Licensed Lands shall survive its' occupation of the Licensed Lands and shall not merge with the expiration of the term of this Licence.
- 6.2 It is understood that the granting of this Licence will in no way create, affect or prejudice any rights the Licensor has to compensation for any damages to the Licensed Lands resulting from the Licence and the said Works.
- 6.3 It is understood that the Licensee shall, and the Licensor shall not, be responsible in respect of any damage to the Licensed Lands arising out of the Licence and entry by the Licensee, its

employees, contractors and agents or the Work done by the Licensee, its employees, contractors and agents.

- 6.4 At all times during the Term of this Licence, the Licensee shall protect the Licensed Lands from all damages caused by the Licensee, its agents and assigns.
- 6.5 Any damage that might be caused, during the term of this Licence, to the property of the Licensor or any part thereof or to any work connected thereto or to a surrounding land, as a result or by reason of the said Licence, shall immediately, upon oral or written notice given by the Licensor, its employees or duly authorized agents, be repaired by the Licensee. The Licensor may, but shall not be obliged to, at its option, repair such damage, in which case the Licensee shall, when requested to do so, immediately reimburse the Licensor for all costs relating thereto or resulting therefrom.

ARTICLE 7.0 – RESTORATION

- 7.1 Upon or prior to the expiration or earlier termination of this Licence, the Licensee shall, at its own expense, remove its Equipment, restore the Licensed Lands, including, as applicable, all roadways, pathways, grading, vegetation and landscaping, damaged or disturbed as a result of or in any way related to the Work to a state of repair consistent with the condition and state of repair of the Licensed Lands prior to its entry upon the Licensed Lands, to the satisfaction of Her Majesty.

ARTICLE 8.0 – ENVIRONMENT

- 8.1 The Licensee shall, at its own expense, carry out any and all environmental impact assessments required by the Licensor or any other applicable federal, provincial, regional or municipal body or authority and, at the Licensee's own cost and expense, carry out all mitigation requirements set out in such environmental impact assessments to the satisfaction of the Licensor.
- 8.2 The Licensee acknowledges and agrees that it shall be liable for all actions and costs associated with the clean-up of, or any other response to, any release of a toxic or hazardous substance into the environment or any damages caused thereby where such release is a result of the Licensee's use or occupation of the Licensed Lands. The Licensee and Licensor acknowledge and agree that the Licensee shall not be responsible for any pre-existing contamination on the Licensed Lands except to the extent outlined in Section 8.3 herein.
- 8.3 The Licensee acknowledges that it has relied, and will continue to rely in future, entirely upon its own inspections and investigations with respect to the environmental state of the Licensed Lands. Without limiting the generality of the foregoing, the Licensee acknowledges that the Licensor accepts no liability whatsoever for the findings, accuracy or other matters contained in any reports, plans, memoranda or other documents provided to the Licensee by, or on behalf of Her Majesty.
- 8.4 Furthermore, the Licensee shall be solely responsible for confirming, at its own expense, the environmental quality of any disturbed soil or excess groundwater deriving from the Licensed Lands, and make any necessary provisions for the handling and proper disposal of such soil or water, and provide all information to Her Majesty regarding these activities.
- 8.5 Subject to the terms and provisions of this Licence, the Licensee shall accept the Licensed Lands "as is". Her Majesty makes no representations or warranties, express or implied, whatsoever regarding the Licensed Lands; including, without limiting the generality of the foregoing, with respect to fitness of the Licensed Lands for any particular use, or regarding the presence or absence on the Licensed Lands or any surrounding or neighbouring property of, or the leakage or emission from or onto the Licensed Lands of, any toxic, hazardous, dangerous, or potentially dangerous, substance or condition. Her Majesty generally disclaims any and all responsibility for soil conditions, subsurface contents, and site conditions on the Licensed Lands.

ARTICLE 9.0 – INDEMNIFICATION

- 9.1 The Licensee on behalf of its employees, agents, contractors, successors, and assigns covenants not to exercise any and all actions, causes of action, claims and demands for damages, indemnity costs and losses for injuries or for death incurred by the Licensee against the Licensor with regard to any matter arising out of or in connection with this Licence, the Work to be constructed, or the obligations and covenants of the Licensee to be fulfilled hereunder, except to the extent caused by malfeasance of Her Majesty, her employees, servants, agents, contractors and those for whom she is responsible at law or in respect of negligence or wilful misconduct of Her Majesty, her employees, servants, agents, contractors and those for whom she is responsible at law. Further, the Licensee on behalf of its employees, agents, contractors, successors and assigns waives any and all actions, causes of action, claims and demands of any sort whatsoever and howsoever arising out of or in connection to this Licence, the works to be constructed or the obligations and covenants of the Licensee to be fulfilled hereunder, except to the extent caused by malfeasance of Her Majesty, her employees, servants, agents, contractors and those for whom she is responsible at law or in respect of negligence or wilful misconduct of Her Majesty, her employees, servants, agents, contractors and those for whom she is responsible at law.

- 9.2 The Licensee shall save harmless and indemnify the Licensor from and against all manner of actions, causes of action, claims, demands, loss, costs, and suits that may arise, be sustained or prosecuted against the Licensor whatsoever, and including, but without restricting the generality of the foregoing, any claims, demands, or causes of action based on negligence and/or nuisance made against the Licensor as owner resulting from or for by reason of the granting of the Licence, the use of the Licensed Lands by the Licensee or any of its officers, servants, workmen, agents or contractors or for or by any reason of the construction, existence or maintenance of the works in, over, along, upon, or under the Licensed Lands, or for or by reason of any act or acts, or thing or things done, alleged or ought to have been done by the Licensee or by any of its officers, servants, workmen, agents, contractors or successors and assigns, except to the extent caused by malfeasance of Her Majesty, her employees, servants, agents, contractors and those for whom she is responsible at law or in respect of negligence or wilful misconduct of Her Majesty, her employees, servants, agents, contractors and those for whom she is responsible at law.
- 9.3 (a) Without limiting the generality of paragraph 9.2 above, the Licensee shall at all times save harmless and indemnify and keep the Licensor indemnified against and be responsible for all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Licensor by reason of or arising out of:
- (i) the installation, inspection, repair, replacement, reconstruction, existence, maintenance or operation of the Equipment;
 - (ii) the escape or leakage of material and substances or related matters from or in the Equipment on the Licensed Lands or on the surrounding lands;
 - (iii) any act or omission on the part of the Licensee, its contractors and their subcontractors and it or their officers, servants, agents or employees in respect of or in relation to the Equipment on the Licensed Lands or on the surrounding lands including but not limited to the installation, inspection, repair, replacement, reconstruction, maintenance or operation of the same;
 - (iv) any act or omission on the part of any officer, servant, agent or employee of the Licensor in respect of or in relation to the Equipment on the Licensed Lands or on the surrounding lands, not including such acts or omissions as would in law constitute gross negligence or willful misconduct;
 - (v) without restricting the generality of 9.3 (a)(ii) aforesaid, the contamination of or the release upon the Licensed Lands or the abutting and surrounding lands or the Ottawa River of any contaminant or source of pollution or hazardous substance;
 - (vi) any claims for nuisance against the Licensor or as a result of perusing and approving any plan or specifications prepared by or for the Licensee under the terms of this Licence.
- (b) The Licensee shall at all times hereafter pay to the Licensor the amount of any loss or damage which may be suffered or sustained by the Licensor by reason or arising out of the matters set forth in subparagraphs (i) to (vi) inclusive of subparagraph (a) of this paragraph 9.3.
- (c) The Licensor shall not be liable to the Licensee for any loss or damage which may be suffered or sustained directly by the Licensee itself by reason or arising out of matters set forth in the subparagraph (iv) of subparagraph (a) of this paragraph 9.3.
- (d) The Licensor agrees to attempt to give to its officers, servants, agents and employees notice of the location of the Licensee's Works and to prevent or avoid the occurrence of any act or omission on the Licensed Lands which may cause damage to the Licensee's property provided, however, and it is understood and agreed by the parties hereto that the Licensor shall not be liable for any failure or omission and nothing contained in this paragraph shall diminish the liability of the Licensee by reason or arising out of the matters set forth in subparagraphs (a), (b) and (c) of this paragraph 9.3.
- (e) This hold harmless and indemnify obligation of the Licensee as herein described shall apply to all Equipment whether such Equipment or any part thereof were installed in or on or through the Licensed Lands before or after the date hereof and all persons mentioned herein shall have the benefit of this hold harmless and indemnity for any action, claim, demand, loss, cost of suit that results from or arises out of the existence, installation, inspection, removal, replacement, reconstruction, repair, maintenance, relocation, operation or construction of the Equipment or any part thereof in, on or through the Licensed Lands before or after the date thereof.

ARTICLE 10.0 - INSURANCE

- 10.1 Prior to entering onto the Licensed Lands, the Licensee, or its employee(s), contractor(s) or agent(s) as appropriate, shall, at its own expense, purchase, provide and maintain in force for the term of this Licence, and for any period beyond the Licence term during which the Licensee is fulfilling its obligation under this Licence, comprehensive general liability insurance with Her

Majesty as an additional named insured, insuring against all claims for personal injury, death, property damage or third party or public liability claims or loss arising out of any accident or occurrence upon the Licensed Lands or arising out of its use by the Licensee or its contractor(s) or agent(s), indemnifying and protecting Her Majesty to a limit of not less than **FIVE MILLION (\$5,000,000.00) DOLLARS**. Each such policy shall contain a cross liability and severability of interest endorsement to protect Her Majesty against claims by the Licensee. The Licensee must provide a Certificate of Insurance confirming the above-mentioned coverage prior to accessing the Licensed Lands.

ARTICLE 11.0 - COMPLIANCE WITH LAW

- 11.1 In exercising this Licence, the Licensee shall comply with all applicable federal, provincial and municipal laws, regulations and by-laws.
- 11.2 This Licence will be interpreted and governed following the laws in force in the Province of Ontario where applicable and the law of Quebec where applicable.

ARTICLE 12.0 – NOTICE

- 12.1 Except as otherwise provided herein, any notice required or contemplated by any provision of this Licence of which the Licensee or the Licensor may desire to give to the other, shall be sufficiently given to each other by facsimile transmission or by ordinary mail to:

The Licensee: **Commandite gestion energy windmill DREAM Quebec inc**
6 Booth Street
Ottawa, Ontario
K1R 6K8

Attention: President

Her Majesty: Complex Real Estate Transactions
Public Works and Government Services
Place des Explorateurs, 3rd Floor,
191 Promenade du Portage
Gatineau, Quebec
K1A 0S5

Attention: NCA Manager

Notice delivered by facsimile transmission shall be deemed to be delivered immediately upon the printing by the sender of a facsimile transmission confirmation. Notice delivered by ordinary mail shall be deemed to be delivered five (5) business days after posting. Each Party shall notify the other in writing in the method described herein in the event of any change in the address for delivery of notice.

ARTICLE 13.0 – AMENDMENT

- 13.1 This Licence may only be amended by written agreement executed by both Her Majesty and the Licensee.
- 13.2 No amendment, variation, addition, deletion, rider or other change to this Licence shall have any force or effect unless it is in writing and unless it is executed by both Her Majesty and the Licensee.

ARTICLE 14.0 – ASSIGNMENT

- 14.1 The Licensee shall not assign or transfer this Licence without the prior written consent of Her Majesty. Such consent shall not be unreasonably withheld.

ARTICLE 15.0 – SUCCESSORS AND ASSIGNS

- 15.1 This Licence shall enure to the benefit of and be binding on the Parties and their respective representatives, successors, assigns and upon the subsequent transfers and/or owners of Licensed Lands.

ARTICLE 16.0 - APPLICABLE LAWS

- 16.1 This Licence shall be governed by and construed in accordance with all applicable federal, provincial and municipal laws, regulations and by-laws.

ARTICLE 17.0 – SCHEDULES

- 17.1 Schedules “A” and “B”, form an integral part of this Licence and all of their terms are incorporated herein and are binding upon the Parties. However, wherever there is any ambiguity or contradiction between a Schedule and this Licence itself, Her Majesty shall, in her sole

discretion, decide whether the terms of the Schedule or the terms of this Licence itself shall prevail.

ARTICLE 18.0 - HEADINGS/INTERPRETATION

18.1 All headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Licence. Any reference to "Section" or "Paragraph" in this Licence shall be taken to mean a reference to an "Article".

ARTICLE 19.0 – GENDER

19.1 Whenever in this Licence the context so requires or permits, the singular number shall be read as if the plural was expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

ARTICLE 20.0 - TIME OF THE ESSENCE

20.1 Time shall in all respects be of the essence in each and every of the terms, covenants and conditions in this Licence.

ARTICLE 21.0 - SURVIVAL OF OBLIGATIONS

21.1 The terms and obligations as set out in this Licence survive the expiration or earlier termination of the Licence as set out in ARTICLE 2 and ARTICLE 3 herein.

ARTICLE 22.0 – COUNTERPARTS

22.1 This License may be executed by the Parties in separate counterparts, each of which will be deemed to constitute an original, all of which together will constitute one and the same License.

ARTICLE 23.0 – INTEGRITY PROVISIONS

23.1 The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date this License of Occupation comes into force, and all Directives in effect on that date, are incorporated by reference into, and form a binding part of, the License of Occupation. The Licensee must comply with the provisions of the Policy and Directives, which are available on Public Works and Government Services Canada's Web site at [Ineligibility and Suspension Policy](#).

IN WITNESS WHEREOF the parties have executed this Agreement:

Commandite gestion energy windmill DREAM Quebec inc

Per:  _____

Date: 16 March 2018

Name: Jeff Westeinde

Title: President

I/we have the authority to bind the corporation.

HER MAJESTY THE QUEEN in right of Canada as represented by the Minister of Public Works and Government Services

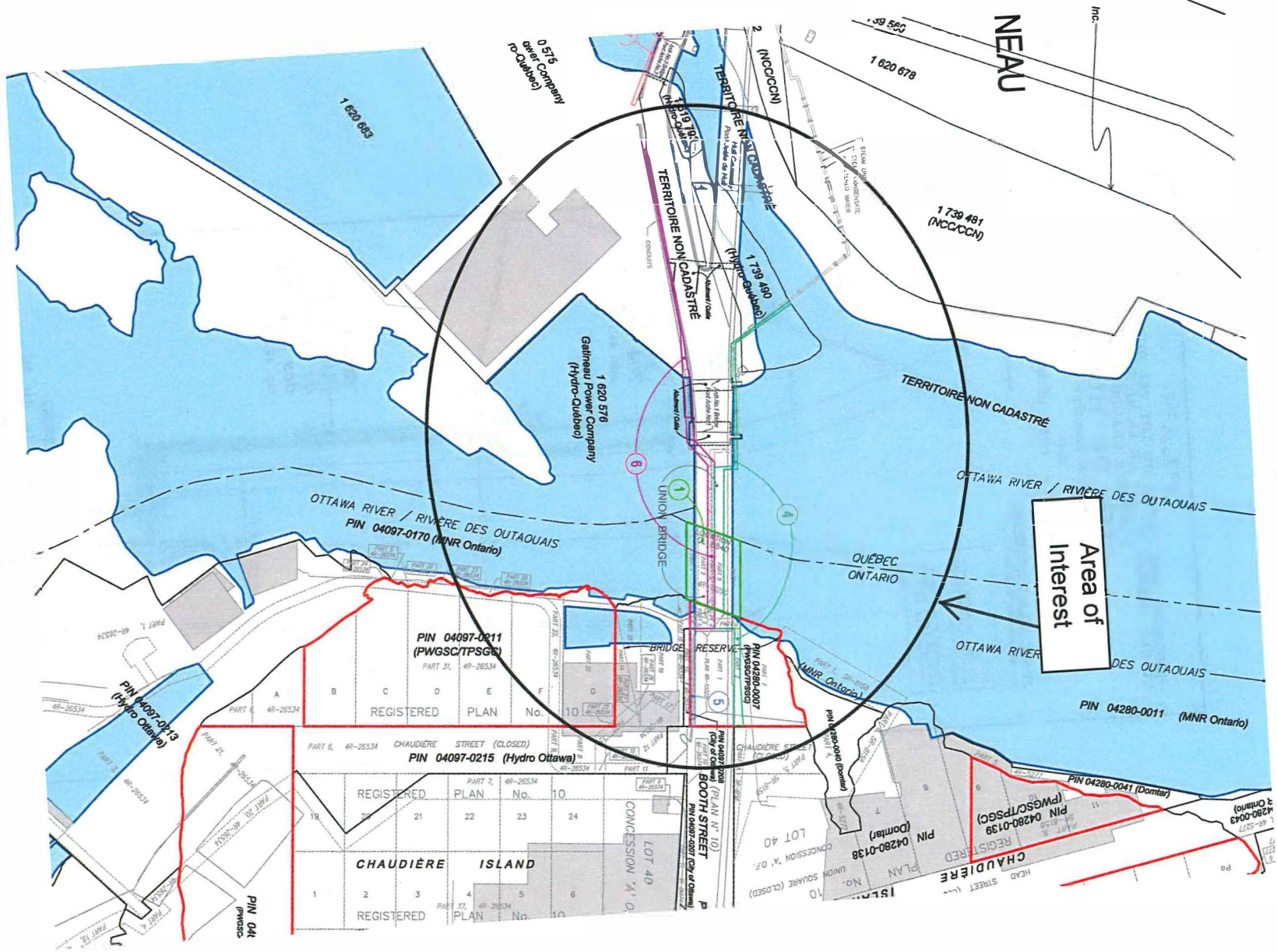
For and on behalf of the Minister of Public Works and Government Services


Angela Russell
Manager, NCA Real Estate Consulting and Advisory Services

Date: 2018-04-04

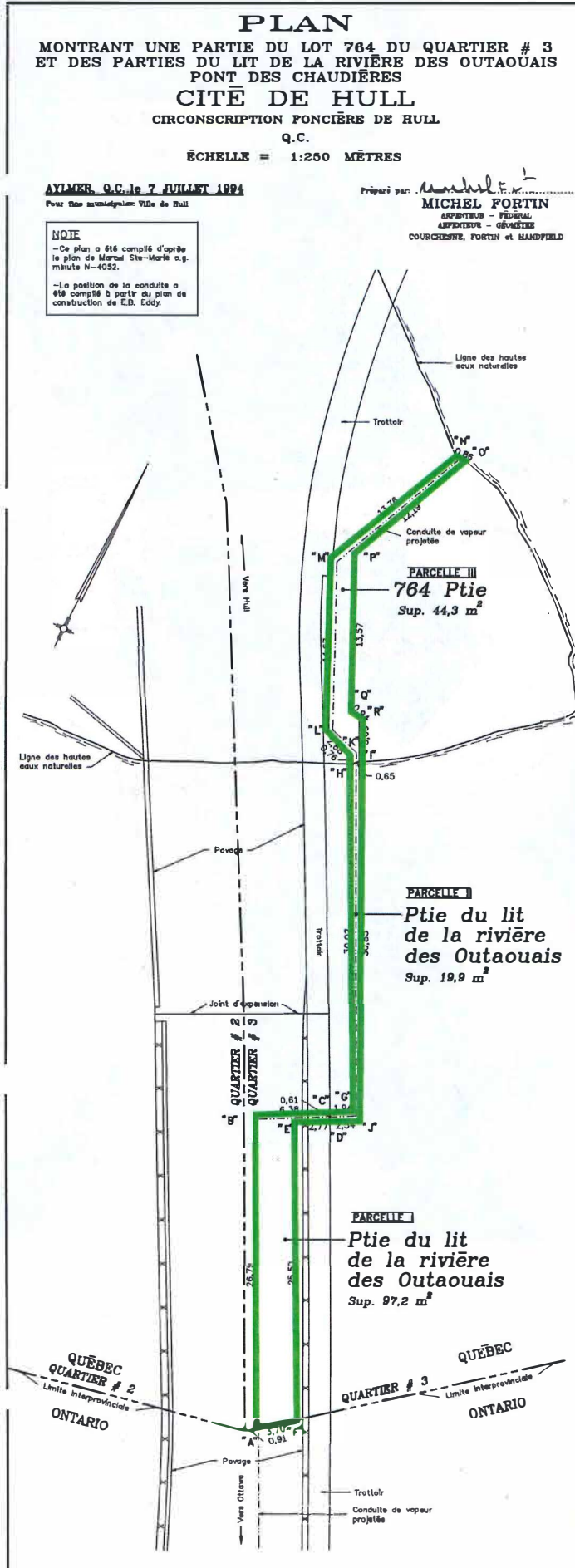
SCHEDULE "A"

Her Majesty's Lands

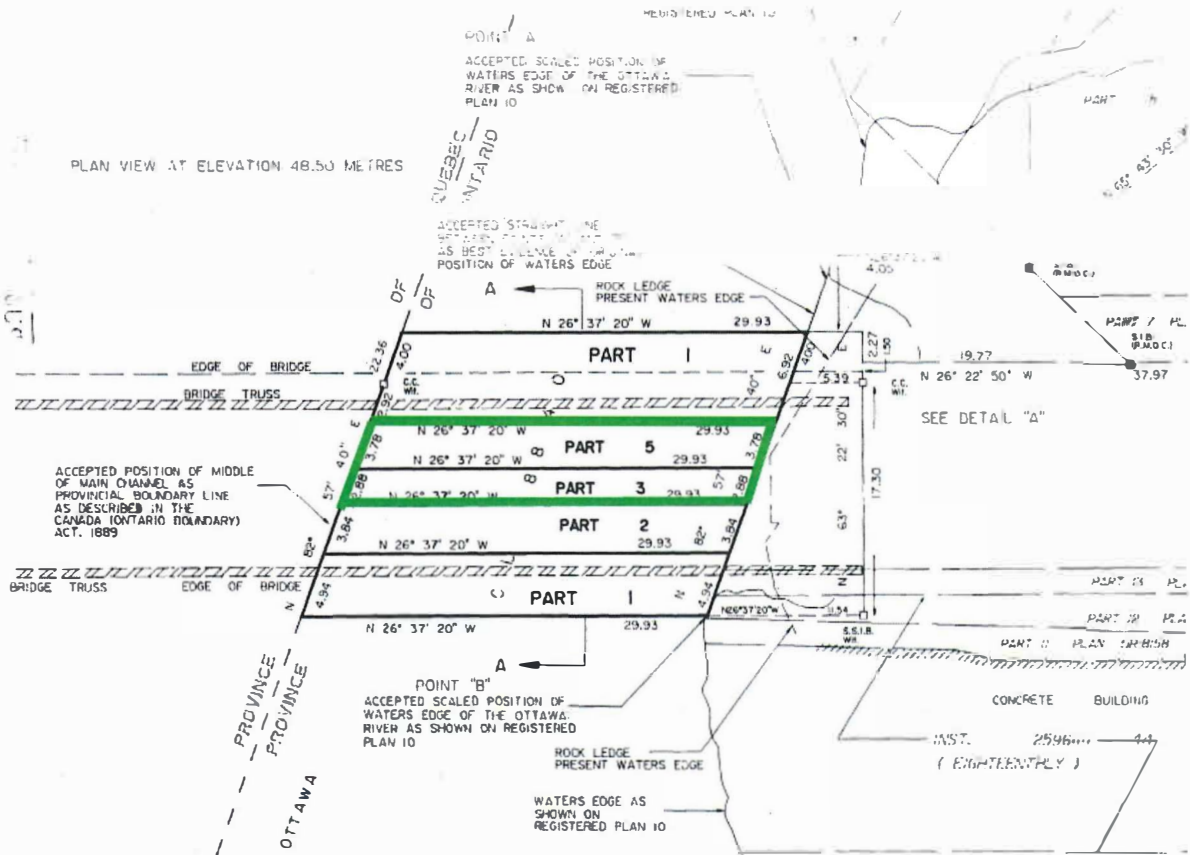


SCHEDULE "B"

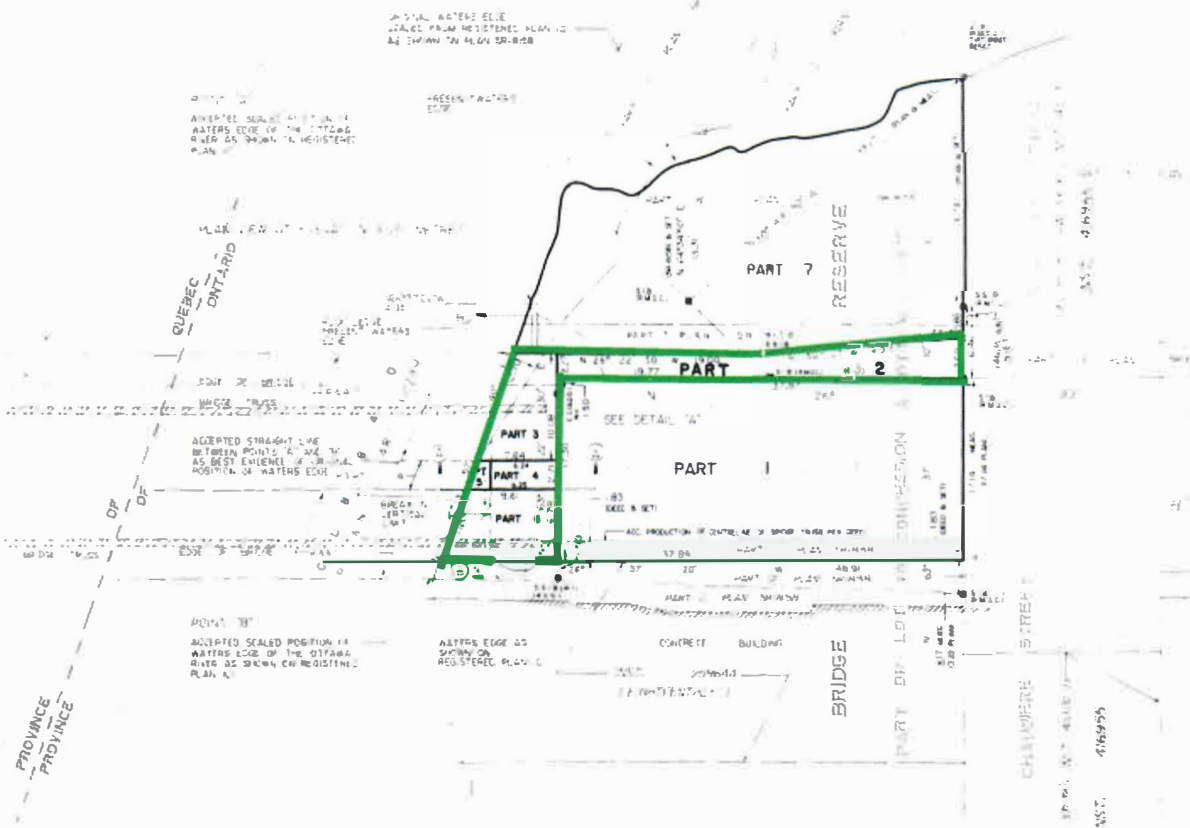
Licensed Lands
(highlighted in green)



Excerpt Plan 4R-10290



Excerpt Plan 4R-10322



E B EDDY FOREST PRODUCTS LTD
PLAN
 SHOWING PART OF WARDS N^{OS} 1, 2, 3, 4 AND 5
CITY OF HULL
 REGISTRY DIVISION OF HULL
 P.O.
 SCALE: 1:1000 METRES
 HULL, P.Q., JUNE 21ST 1984
 FOR MUNICIPAL COUNCIL OF HULL
 PREPARED BY: *Marcel Ste-Marie*
MARCEL STE-MARIE
 SURVEIL L'AMBIEN

- : CCN
- : VILLE DE HULL
- : PROPRIÉTÉS RENDUES E.B. EDDY
- : WESTON INC. / HOTT PAPER LITEE
- : GPR
- : DUSSEAU

LEGEND

	RAILWAY
	HIGH VOLTAGE TRANSMISSION LINE
	WATER MAIN
	SEWER MAIN
	GAS MAIN
	STORM SEWER
	LOT LINE
	WATER LOT
	BOUNDARY
	PROPOSED LINE FOR THE LOWER OTTAWA RIVER
	100' x 100' SURVEY GRID
	LIMIT OF LAND SOLD BY E.B. EDDY

REMARKS: THIS PLAN IS COMPLETE ACCORDING TO THE PLAN OF THE CITY OF HULL, P.Q., JUNE 21ST 1984, AND THE CITY OF HULL, P.Q., JUNE 21ST 1984, AND THE CITY OF HULL, P.Q., JUNE 21ST 1984, AND THE CITY OF HULL, P.Q., JUNE 21ST 1984.

NOTE: THIS PLAN IS A COMPILATION AND SHOULD NOT BE USED FOR ANY OTHER PURPOSES.

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