

LICENCE OF LAND FOR PUBLIC RECREATIONAL PURPOSES

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by THE MINISTER OF INFRASTRUCTURE**

(hereinafter called the "Licensor")

- and -

[LICENSEE]

(hereinafter called the "Licensee")

RECITALS:

A. The Licensor is the owner in fee simple of certain lands located in the City/Town of _____ in the Regional Municipality/County of _____ described as _____ and as shown hatched on the sketch attached hereto as Schedule "A" (hereinafter referred to as the "Lands"), comprising an approximate area of _____ acres.

B. The Licensee acknowledges that the fee simple interest in the Lands was transferred to His Majesty The King in right of Ontario pursuant to section 114.2(1) of the *Electricity Act (Ontario)* (the "Electricity Act"), and that pursuant to section 114.5(1) of the Electricity Act, Hydro One Networks Inc., being a subsidiary of Hydro One Inc. has the right to use the Lands to operate a Transmission System or Distribution System.

C. His Majesty The King in right of Ontario confirms that an authorized signing officer of Ontario Infrastructure and Lands Corporation ("OILC") has the authority to execute this Licence on behalf of His Majesty The King in right of Ontario, and His Majesty The King in right of Ontario and OILC are and shall be bound by all the Licensor's covenants, representations and warranties as provided herein.

D. The Licensee has offered to purchase for consideration a Licence to use the Lands for public recreational purposes _____ (**specific use only**) only.

IN CONSIDERATION of the mutual covenants hereinafter set forth and other good and valuable consideration, the Licensor and Licensee hereto agree as follows:

Definitions

1. As used in this Licence, the following terms shall have the following meanings:
 - (a) "**Authority**" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands, or the use thereof.

- (b) “**Business Day**” means any day on which the Government of Ontario normally conducts business.
- (c) “**Distribution System**” shall have the same meaning as defined in the Electricity Act and for the purpose of this Licence includes any part of a Distribution System located on the Lands.
- (d) “**Environmental Contaminant**” means (i) any substance which, when it exists in a building or the water supplied to or in a building, or when it is released into a building or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to a building or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including stachybotrys chartarum and other moulds), mercury and its compounds, dioxans and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authority, or (iii) both (i) and (ii).
- (e) “**Environmental Laws**” - means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act* (Ontario), the *Occupational Health and Safety Act* (Ontario), the *Safe Drinking Water Act* (Ontario), and applicable air quality guidelines, as such statutes, regulations and guidelines may be amended from time to time.
- (f) “**Licensee**” includes the successors and permitted assigns of the Licensee.
- (g) “**Licensor**” includes His Majesty The King in right of Ontario, and for the purpose of any exculpatory clause and/or indemnity included in this agreement in favour of the Licensor, Ontario Infrastructure and Lands Corporation and the successors and permitted assigns of the Licensor.
- (h) “**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive.
- (i) “**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.
- (j) “**Permittee**” means any existing or contemplated tenant, subtenant, invitee, licensee, permittee, grantee, mortgagee, security holder or other person including any competent authority.
- (k) “**Transmission System**” shall have the same meaning as defined in the Electricity Act, as amended and for the purpose of this Licence includes any part of a Transmission System located on the Lands.

All references to a statute or regulation includes all amendments, re-enactments or replacements of the statute or regulation.

Grant of Licence, Term, Fee

2. The Licensor hereby grants permission to the Licensee on a non-exclusive basis, to use the Lands for recreational purposes only, for a term of _____ years commencing on the ____ day of _____, 20____ (hereinafter referred to as the “Term”), and

subject to the terms and conditions set out in this Licence and which the Licensee hereby accepts and agrees to perform and abide by.

3. For the permission granted herein, the Licensee shall pay to the Licensor a fee in the sum of FIVE Canadian Dollars (\$5.00) and the taxes set out in clause 4 below (the "Fee") as good and valuable consideration, which Fee the Licensor acknowledges it has received.
4. The Licensee shall pay to the Licensor within thirty (30) days of written demand, in addition to any other monies payable hereunder during the Term of this Licence or any extension thereof, 50% of all taxes, rates or grants in lieu thereof assessed or levied against the Lands in each and every year during the Term or pay to the Licensor an amount equal to 50% of the amount of the annual taxes, rates or grants in lieu of taxes paid by the Licensor in each and every year of the Term for the Lands.
5. The Licensee shall also pay to the Licensor within thirty (30) days of written demand, in addition to any other monies payable hereunder during the Term of this Licence or any extension thereof, any additional taxes, grants, rates, fees or other assessments or payments in lieu thereof that the Licensor, in its sole and absolute discretion, but acting reasonably, determines represents the reasonable allocation or assessment of such charges or levies applicable to the Lands as owned by the Licensor and used by the Licensee pursuant to this Licence for the purposes stated herein.
6. The Licensee shall pay all applicable taxes on any and all payments, if required by law.

Use of Lands

7. The permission granted herein does not confer any rights in regard to any lands and roadways which are not under the Licensor's jurisdiction and control.
8. (a) The Licence is subject to the primary right of Hydro One Networks Inc. to use the Lands to operate a Transmission System or Distribution System pursuant to section 114.5(1) of the Electricity Act, to the subsurface easement in favour of Acronym Solutions Inc. (formerly Hydro One Telecom Inc.) and to all leases, subleases, easements, licences, permits, rights of use or occupation, secondary uses or other rights now existing or hereafter renewed or extended or entered into by the Licensor or Hydro One Networks Inc., and despite anything to the contrary, it is agreed that the Licensor and Hydro One Networks Inc. hereby reserve the unrestricted right in their sole discretion without any claim or compensation to the Licensee, to renew, extend, issue or grant such rights aforesaid on terms and conditions entirely satisfactory to the Licensor or Hydro One Networks Inc.
- (b) For the sake of clarity, and in no way limiting anything in clause 8(a), the Licensee explicitly acknowledges and agrees that Hydro One Networks Inc. has first priority to use the Lands for the purposes of transmission and/or distribution and that this Licence is subordinate to that prior and primary right of Hydro One Networks Inc.
9. The Licensee acknowledges that no representations or warranties have been made by the Licensor, or anyone acting on its behalf, as to the condition of or title to or the use or zoning of or with respect to any other matter or thing in connection with the Lands or as to the performance of any parts thereof or as to the presence or absence of hazardous substances on the Lands including, without limitation, urea formaldehyde foam insulation and any Environmental Contaminant. The Licensee acknowledges that the Lands are licensed on an "as is, where is" basis and without any representation, warranty, covenant or condition as to title, description, fitness for purpose, or use, zoning physical condition, environmental condition, soil condition, quantity or quality thereof or in respect of any other thing whatsoever and the Licensee shall complete the term of this Licence or any extension thereof without abatement of the Licence Fee or any other claim in respect of the Lands or the use thereof. The Licensee acknowledges and agrees that the Licensor shall not be required to undertake any work whatsoever with respect to the Lands.
10. The location and plans of any area or areas for the parking of motor vehicles must have the prior approval of the Licensor in writing and unless otherwise stipulated herein must not exceed 10% of the area of the Lands. Except for the parking of motor vehicles in

such designated areas, all motorized vehicles and equipment other than those of the Licensee used for maintenance purposes shall be prohibited.

11. The construction or reconstruction or location of all initial and future improvements, buildings and structures and the grading and planting of trees on the Lands is subject to the prior written approval of the Licensor and Hydro One Networks Inc.

Licensee's Covenants

12. The Licensee shall, except in the case of emergency, before commencing any work authorized by this Licence or intended so to be, give to the Licensor 3 Business Days prior written notice, and in cases of emergency such previous notice as is reasonably possible, and during any construction work, repair and maintenance, the Licensor and/or Hydro One Networks Inc. may have its/their representatives present, for whose time and necessary expenses the Licensee shall pay on presentation of invoices therefor.
13. The Licensee shall comply with all provisions of law, including, without limitation, all federal and provincial legislative enactments, municipal by-laws and any other governmental or municipal by-laws, regulations and orders, that relate to the Lands, the Licence or the exercise of any of the rights or obligations in the Licence herein granted.
14. The Licensee shall comply with the design standards of Hydro One Networks Inc., Canada Standards Association Standard C-22.3, the 'Safety Rules and Standards Protection Code' of Hydro One Networks Inc., *The Occupational Health and Safety Act (Ontario)* and any amendments thereto and any regulations passed thereunder when using heavy equipment during any construction or maintenance.
15.
 - (a) The Licensee shall use its continuing efforts to ensure that it shall not, except as expressly permitted by this License: (i) use or permit to be used any part of the Lands for any dangerous, noxious or offensive activity; and (ii) do or bring anything or permit anything to be done or brought on or about the Lands which the Licensor may reasonably deem to be hazardous or a nuisance to any other Licensee on the Lands, if applicable, or any other persons permitted to be on the Lands.
 - (b) The Licensee shall not store, bring in or permit the presence of any Environmental Contaminant in or on the Lands except if such is required for the Licensee's use of the Lands as permitted by this License, and then only if the Licensee is in strict compliance with all laws and requirements of all relevant Authorities, including, without limitation, Environmental Laws, occupational health and safety laws, regulations, requirements, permits and by-laws.
 - (c) The Licensee shall use its continuing efforts to ensure that it shall not cause the mobilization or migration of any existing contaminants, and if it does, the Licensee shall immediately clean up and remove same, at its sole cost and expense.
 - (d) If the Licensee shall bring or create upon the Lands, any Environmental Contaminant contrary to the terms of this Agreement, then such Environmental Contaminant shall be and remain the sole property of the Licensee and the Licensee shall remove same, at its sole cost and expense as soon as directed to do so by any Authority, or if required to effect compliance with any Environmental Laws, or if required by the Licensor and/or Hydro One Networks Inc. If any such Environmental Contaminant is not removed forthwith by the Licensee, the Licensor shall be entitled, but not required, to remove the same on the Licensee's behalf, and the Licensee shall reimburse the Licensor for the cost and expense thereof.
 - (e) In addition to and without restricting any other obligations or covenants herein, the Licensee covenants that it will:
 - (i) comply in all respects with all Environmental Laws relating to the Lands or the use thereof;

- (ii) promptly notify the Licensor in writing of any notice by any Authority alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to the Lands, or relating to any person on or about the Lands for whom the Licensee is in law responsible, or any notice from any other party concerning any release or alleged release of any Environmental Contaminant from the Lands;
 - (iii) promptly notify the Licensor of the existence of any Environmental Contaminant on the Lands to the extent released, deposited, placed or used upon the Lands by the Licensee or any person for whom the Licensee is responsible in law; and
 - (iv) provide the Licensor and Hydro One Networks Inc. with copies of all environmental studies and reports that it possesses or enters into respecting the Lands.
16. In addition to and without restricting any other obligations or covenants contained herein, the Licensee shall indemnify and hold the Licensor and Hydro One Networks Inc. harmless at all times from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees on a solicitor and client basis and consultants' fees and expenses) resulting from:
- (a) any breach of or non-compliance with the foregoing environmental covenants of the Licensee; and
 - (b) any legal or administrative action commenced by, or claim made or notice from, any third party, including, without limitation, any Authority, to or against the Licensor and/or Hydro One Networks Inc., arising from the introduction of Environmental Contaminants onto, or the release of Environmental Contaminants from, the Lands by the Licensee or those for whom it is responsible in law, including any and all costs associated with air quality issues.
17. The Licensee shall not in any way use or trespass on any lands adjoining the Lands.
18. The Licensee shall not pile snow on the Lands or on any of the Lands adjoining the Lands which would result in piles exceeding two metres (6.5 ft.) in height or being closer than eight metres (26.2 ft.) from any of Hydro One Networks Inc.'s Transmission System or Distribution System. In the event of the Licensee acting in breach of this condition, the Licensor may remove any such pile, and the Licensee shall pay to the Licensor forthwith upon demand all costs of the Licensor for the removal of any such pile of snow.
19. The Licensee, at its own expense, shall remove snow and ice from any public walkway abutting or included in the Lands, if such removal is required by any municipal by-law.
20. The Licensee shall prohibit kite flying and model airplane flying and any other activities which in the opinion of the Licensor or Hydro One Networks Inc. might interfere with the safe and efficient operation of its works or Hydro One Networks Inc.'s Transmission System or Distribution System or be offensive, annoying or dangerous and at its expense shall post signs in suitable locations on the Lands stating that kite flying and model airplane flying and other activities are prohibited.
21. The Licensee shall maintain the Lands and any of the Licensee's installations thereon in a good and substantial state of repair and in a neat and tidy condition satisfactory to the Licensor. In the event the Licensor and/or Hydro One Networks Inc., in its or their absolute discretion, consider it necessary that anti-climbing devices must be installed on its or their equipment, facilities or structures, this work shall be carried out by Hydro One Networks Inc. or its contractor(s), at the Licensee's expense and the Licensee shall pay to the Licensor forthwith upon demand all costs of the Licensor in installing any such fences or barriers.
22. The Licensee covenants and agrees that the Licensee, its uses, works, installations, equipment, improvements, property and Permittees shall not in any way interfere with, obstruct, delay or cause any damage or inefficiencies to any works of the Licensor or of

the Licensor's Permittees, or to the Transmission System or Distribution System of Hydro One Networks Inc. now or hereafter constructed or contemplated on, in or in respect of all or any portion of the Lands from time to time, and without limiting the generality of the foregoing, the Licensee shall ensure that the height of any vehicle, load or other object, including attachments, or people standing thereon near Hydro One Networks Inc.'s Transmission System or Distribution System does not exceed 4.115 m (13.5 ft.) above the existing grade.

23. In the event the Licensor considers it necessary that fences or barriers be installed or any part or parts of the perimeter of the Lands or around any of the Licensee's installations, the Licensee shall install such fences or barriers at its expense according to the specifications of the Licensor or Hydro One Networks Inc.
24. Upon termination of this Licence, the Licensee, at its own expense, shall remove any of its installations and facilities from the Lands and restore the Lands to a condition satisfactory to the Licensor, unless notified in writing by the Licensor to the contrary. If the Licensor provides such written notice to the Licensee, all improvements to the Lands shall become the property of the Licensor without costs.

Default

25. If at any time the Licence Fee or any other amount payable hereunder is not paid when due, the Licensor shall provide written notice to the Licensee of such arrears and the Licensee shall have ten (10) consecutive days from the delivery of such notice within which to pay such arrears, failing which the Licensor may terminate this Licence without any further notice.
26. In the event of default in payment of any amount due by the Licensee hereunder, interest shall accrue and be payable on such amount at that rate of interest per annum posted and charged from time to time by the Minister of Finance, compounded monthly until paid. Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.
27. In the event of default of any of the terms or obligations in this Licence by the Licensee other than payment of any amount due hereunder, the Licensor may provide written notice to the Licensee specifying the failure, and if the failure is not remedied or if adequate and sufficient measures are not being taken to satisfactorily remedy the same within ten (10) consecutive days of the delivery of the notice, the Licensor may terminate this Licence immediately upon the expiration of the ten-day period aforesaid without any further notice.
28. In the event of any default of the Licensee in performing any work, repairs, or other obligations of Licensee under this Licence or making any payments due or claimed due by the Licensee to third parties, the Licensor may perform any such work, repairs, or other obligations of Licensee or make any payments due or claimed to be due by the Licensee to third parties, and without being in breach of any of the Licensor's covenants hereunder and without thereby being deemed to infringe upon any of the Licensee's rights pursuant hereto, and, in such case, the Licensee shall pay to the Licensor forthwith upon demand all amounts paid by the Licensor to third parties in respect of such default and all costs of the Licensor in remedying or attempting to remedy any such default.

Right to Enter or Terminate

29. The Licensor reserves the right to inspect the Lands at any time. If in the opinion of the Licensor or Hydro One Networks Inc. the Licensee does anything or permits anything to be done on the Lands or the adjacent lands of the Licensor which may be a nuisance, cause damage, endanger or interfere with access for the Transmission System or Distribution System of Hydro One Networks Inc. or be considered dangerous or offensive by the Licensor or Hydro One Networks Inc. acting reasonably, the Licensor may at the Licensee's expense, forthwith remove, relocate or clear the offending work from the Lands and/or the Licensor's adjacent lands without being liable for any damages caused thereby and the Licensee shall reimburse the Licensor for all expense to the

Licensor in so doing or the Licensor may require the Licensee to immediately remove, relocate, clear or cease such activity.

30. The Licensor, Hydro One Networks Inc. and anyone acting pursuant to its authority may at any time upon twenty-four hours' prior written notice to the Licensee or at any time without notice in case of emergency enter on the Lands and inspect, operate maintain, repair, re-arrange, add to, upgrade, reconstruct, replace, relocate and remove any of the Licensor's works or equipment or the Transmission System or Distribution System of Hydro One Networks Inc. and further may construct, add, inspect, maintain, repair, alter, re-arrange, relocate and remove such new works or equipment or new Transmission System or Distribution System as the Licensor or Hydro One Networks Inc. determines necessary or desirable and the Licensor and Hydro One Networks Inc. shall not be liable for and are hereby released from all damages, losses, injuries, costs, charges, expenses, suits, proceedings, claims and demands arising in connection with carrying out the work aforesaid, including, without limitation, all claims for damages, indemnification, reimbursement or compensation by reason of loss, interruption or suspension of business or interference or inconvenience howsoever caused or physical damage to the Lands.
31. Despite anything to the contrary in this Licence and without prejudice to the rights of the Licensor hereunder or otherwise, the Licensor shall have the option in its sole discretion at any time(s), to be exercised in each instance by at least ninety (90) days' prior written notice to the Licensee, to terminate this Licence in whole or in part, as the case may be, if (a) the Licensor considers all or any portion(s) of the Lands to be necessary or desirable from time to time for the works of the Licensor or the Licensor's Permittees or the Transmission System or Distribution System of Hydro One Networks Inc.; or (b) the Licensee, its permitted uses, works, installations, equipment, improvements, property and Permittees in any way interfere with, obstruct, limit or impede the right of Hydro One Networks Inc. to use the Lands to operate a Transmission System or Distribution System pursuant to section 114.5(1) of the Electricity Act, all without any claim by or compensation for the Licensee including without limitation for any inconvenience, interruption, nuisance, discomfort, relocation or removal costs caused thereby, but subject to an adjustment in the Licence Fee payable hereunder.
32. If the Licensor delivers notice of termination pursuant to this Licence, then all or such portion of the Lands suitable for existing or contemplated works of the Licensor or the Licensor's Permittees or for the existing or contemplated Transmission System or Distribution System of Hydro One Networks Inc. shall be deemed deleted from this Licence effective on the date set out in such notice (the "Effective Date") and the Licence shall be deemed to have been terminated or amended, as the case may be, in respect of such specific area(s) as of the Effective Date. In the event of delivery of notice of termination aforesaid, the Licensee shall at its sole expense and without claim or compensation of any kind remove or cause its works to be removed from the Lands or such specific area(s) on or before the Effective Date in the manner set out in clause 31 herein. Without prejudice to the rights of the Licensor hereunder, the Licensor will consider any reasonable request from the Licensee to continue beyond the Effective Date the Licensee's use of the Lands for recreational purposes.
33. The Licensor reserves the right to terminate this Licence in its entirety if the Licensor, in its sole discretion, determines that the Lands are required for the Licensor's purposes or if the Lands or any part thereof are required by any governmental authority. The Licensor shall provide the Licensee with six (6) months notice in writing and the Licensor shall not be obligated to pay the Licensee any compensation therefore subject to an adjustment in the annual Licence Fee payable hereunder.

Indemnity and Release

34. (a) All persons and property at any time on the Lands shall be at the sole risk of the Licensee, and neither the Licensor nor Hydro One Networks Inc. shall be liable for any loss, damage, or injury, including loss of life, to them or it however occurring and the Licensee releases both the Licensor and Hydro One Networks Inc. from all claims and demands in respect of any such loss, damage or injury.
- (b) The Licensee shall assume all liability and obligation for any and all loss, damage, or injury, including death, to persons or property that happens as a result

of or arises out of the use and occupation of the Lands by the Licensee or members of the public and the Licensee shall at all times indemnify and save harmless the Licensor and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others the Licensor is responsible for in law and Hydro One Networks Inc. and its affiliates and their respective successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom Hydro Networks Inc. is responsible in law from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith. The Licensee expressly recognizes and acknowledges that Hydro One Networks Inc. has installed and maintained or has the right to install and maintain a Transmission System or Distribution System on the Lands, and willingly assumes any and all risks associated with its proposed activities in such close proximity to such systems. Notwithstanding the above, the Licensee shall not be liable hereunder for any loss, damage or injury to the extent that it arises from the gross negligence of the Licensor or Hydro One Networks Inc.

- (c) The Licensee shall at its own expense, arrange and maintain a liability insurance policy satisfactory to the Licensor in the minimum amount of Five Million (\$5,000,000.00) dollars in order to indemnify the Licensor and Hydro One Networks Inc. as provided in subsection 34(b) of this Licence. The Licensee shall pay any and all deductibles with respect to any claim arising thereunder. Such insurance shall (a) name His Majesty The King in right of Ontario, as represented by the Minister of Infrastructure, and OILC and Hydro One Networks Inc. as additional insureds, (b) contain a cross liability clause, and (c) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licensor or Hydro One Networks Inc. A certified copy of such policy or satisfactory certificate in lieu thereof shall be delivered to the Licensor prior to the commencement of the Term or any extension thereof.
35. In order to induce the Licensor to grant this Licence and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Licensee on behalf of itself, its successors and assigns, hereby
- (a) releases and forever discharges the Licensor and Hydro One Networks Inc. and each of their respective successors and assigns, from any and all actions, causes of action, claims and demands for damages, loss or injury, howsoever arising, which heretofore may have been and which may hereafter be sustained by the Licensee, its successors and assigns, in respect or in consequence of the termination of this Licence in whole or in part(s), as the case may be, including all damages above described as well as all damage, loss or injury not now known or anticipated but which may arise in the future and all effects and consequences thereof;
 - (b) agrees not to make any claim or take any proceedings against any other person or corporation who might claim contribution or indemnity under the common law or under the provisions of the *Negligence Act* and the amendments thereto from the Licensor or Hydro One Networks Inc.; and
 - (c) agrees that the Licensor and Hydro One Networks Inc. may plead this Licence as an estoppel.

Assignment

36. The Licensee may permit members of the public to use the Lands for the purposes set out in accordance with the terms hereof, but the Licensee shall not assign, transfer, sublease, part with possession or dispose of all or any part of the Lands or this Licence or any privileges or interests hereby granted to it without the prior written consent of the Licensor, acting reasonably.

General

37. The Licensee acknowledges that this Agreement and any information or documents that are provided to the Licensor may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario) or *Municipal Freedom of*

Information and Protection of Privacy Act (Ontario) and Open Data, may be released pursuant to the Open Data Directive. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.

- 38. The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Licence shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the applicable party which expressly waives a right, power or option under this Licence.
- 39. The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, and appointees shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensor, with the Licence or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensor in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensee's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

- 40. Where this Licence requires notice to be delivered by one party to the other, such notice shall be given in writing and delivered either personally, or by pre-paid registered post or by telecopier, by the party wishing to give such notice, or by the solicitor acting for such party, to the other party or to the solicitor acting for the other party at the addresses noted below. In the case of notice to the Licensor, to it in care of

c/o Ontario Infrastructure and Lands Corporation
Real Estate Transactions
1 Dundas Street West, Suite 2000
Toronto, Ontario,
M5G 1Z3

Attention: Director, Hydro Land Transactions
Telephone: (437) 537-5511
Facsimile: (416) 327-3942

With a copy to:

Attention: Director, Legal Services (Real Estate)
1 Dundas Street West
Suite 2000
Toronto, ON M5G 1Z3
Facsimile: 416-327-3376

and, in the case of notice to the Licensee, to it in care of:

Attention:

Telephone:

Telecopier:

41. The provisions of this Licence shall be binding upon and enure to the benefit of the Licensor and the Licensee.
42. No interest in the Lands is being conveyed by the granting of this Licence and the Licensee shall not register the Licence or any notice in respect thereof on title without the prior written consent of the Licensor, which consent may be arbitrarily withheld.
43. This Licence shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.
44. This Licence may be offered and accepted by electronic or facsimile transmission and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format of an executed counterpart is as effective as delivery of an originally executed counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Licence.

Signed by the Licensee at _____ this ____ day of _____, 20__.

[LICENSEE

Per: _____

Name:

Position:

Per: _____

Name:

Position:

I/We have authority to bind the Corporation.

Signed by the Licensor at _____ this ____ day of _____, 20__.

**HIS MAJESTY THE KING IN RIGHT
OF ONTARIO as represented by, THE
MINISTER OF INFRASTRUCTURE
as represented by, ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

Per: _____

Name:

Title:

Authorized Signing Officer