

**Properties**

*PIN* 48029 - 0679 LT  
*Description* PT LT 33 CON 7 WOOD PT 1 ON 35R24960; MUSKOKA LAKES  
*Address* BALA

*PIN* 48154 - 1077 LT  
*Description* SRO PT LT 14 CON A MEDORA PT 1 35R21765; MUSKOKA LAKES; THE DISTRICT MUNICIPALITY OF MUSKOKA  
*Address* BALA

**Consideration**

*Consideration* \$0.00

**Party From(s)**

*Name* SWIFT RIVER ENERGY LIMITED  
*Address for Service* 2300 Yonge Street, Suite 801,  
 Toronto, Ontario,  
 M4P 1E4

I, Anthony J. Zwig, Chairman/President, have the authority to bind the corporation.  
 This document is not authorized under Power of Attorney by this party.

**Statements**

The applicant is prepared to produce the document for inspection within fourteen (14) days of the request and the applicant consents to the cancellation of the document on presentation of proof satisfactory to the Land Registrar that the document was not produced upon request.

Term : See Schedule Attached. Expiry Date: See Schedule Attached

The registered owner(s) is a party to the Lease or consents to the registration of the Notice of Lease.

Schedule: See Schedules

**Signed By**

Daniel Richard Law 333 Bay Street, Suite 2400, Bay acting for Signed 2017 12 14  
 Adelaide Centre Party From(s)  
 Toronto  
 M5H 2T6

Tel 416-366-8381

Fax 416-364-7813

I have the authority to sign and register the document on behalf of the Party From(s).

**Submitted By**

FASKEN MARTINEAU DUMOULIN LLP 333 Bay Street, Suite 2400, Bay 2017 12 14  
 Adelaide Centre  
 Toronto  
 M5H 2T6

Tel 416-366-8381

Fax 416-364-7813

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$63.65  
*Provincial Land Transfer Tax* \$0.00  
*Total Paid* \$63.65

**File Number**

*Party From Client File Number :* 265353.00003



## SCHEDULE

Notice is given of an unregistered lease (the "Lease") dated January 15, 2016 between The Corporation of The Township of Muskoka Lakes as (the "Landlord") and Swift River Energy Limited, as ("the Tenant"). The address for service of the Landlord is P.O. Box 129, 1 Bailey Street, Port Carling, Ontario, P0B 1J0

The particulars of the Lease are as follows:

### **1. PREMISES:**

The premises consists of the whole of the Properties (the "Premises").

### **2. TERM:**

The initial term of this lease is Thirty Six (36) calendar months immediately following the Commencement Date as defined in the Lease.

**"Commencement Date"** shall mean that date which is the latest to occur of the following:

- (i) February 1, 2016, or
- (ii) the date on which a building permit has been issued and a By-Law is passed by Council of the Landlord in final and binding form providing for amending, or exempting, the Premises from any Township by-laws in full force and effect at the time of execution of this Lease, including Heritage Conservation District By-Law 2013-52, as well as any other applicable Township by-laws that restrict the Tenant from carrying out its survey and investigation on the Premises, as permitted under subparagraph 4(a) of the Lease.

In the event that the Commercial Operation Date (as published by the Independent Electricity System Operation) for the North Bala Falls Small Hydro Project (the "Project") is not achieved by the end of the initial thirty-six (36) calendar month term of the Lease, the said term may be extended on a month to month basis to the end of the month in which the said Commercial Operation Date is achieved, provided, however, that the term shall not be extended beyond November 1, 2035, without the Landlord's prior written authorization.

### **3. OTHER:**

- (a) The Tenant has no option to purchase the Premises contained in the Lease.
- (b) The parties hereto agree that this Notice of Lease has been entered into solely for the purpose of registering a notice of lease on title and failure to mention any other terms, rights or obligations shall not detract from the parties' rights and obligations pursuant to the Lease or any other agreement entered into between the parties hereto. This Notice of Lease and the obligations of the parties to each other hereunder are subject to the provisions of the Lease, which provisions shall have priority to the provisions hereof. In the event of a contradiction or inconsistency between any term herein and that of the Lease, the applicable term of the Lease shall prevail.