

**Schedule "AA" to Transfer and Grant of Easement**

**DESCRIPTION OF LANDS**

**[To be inserted]**

**Schedule "BB" to Transfer and Grant of Easement**

**ENCUMBRANCES ON LANDS**

**[To be inserted at the time of execution of the Easement]**

**Schedule "CC" to Transfer and Grant of Easement**

**DESCRIPTION OF EASEMENT LANDS**

**[To be inserted at the time of execution of Easement]**

**Schedule "DD" to Transfer and Grant of Easement**

**RESTRICTIONS REGARDING THE ERECTION OF TURBINE(S) OR THE  
SITING OF WORKS OR THE ROUTING OF ACCESS ROADS UPON THE  
EASEMENT LANDS**

**[Attach figure outlining areas where Works may be sited and/or areas where Works  
may not be sited as page]**

**Schedule "EE" to Transfer and Grant of Easement**

**PERSONS AUTHORIZED BY GRANTEE TO ACCESS THE PROPERTY AND  
USE THE LANDS**

**[Grantee to insert at time of execution of Easement]**

**Schedule "FF" to Transfer and Grant of Easement**

**PERSONS AUTHORIZED BY GRANTOR TO ACCESS THE PROPERTY AND  
USE THE LANDS**

**[Grantor to insert at time of execution of Easement]**

## **SCHEDULE "GG" to Transfer and Grant of Easement**

### **ARBITRATION PROCEDURES**

(1) As used in this Schedule "GG", the term "Arbitrator" means either the sole arbitrator or the panel of three arbitrators, appointed pursuant to Section 44 of the Agreement.

(2) The Parties hereto agree that the arbitration of any matter arising pursuant to the Agreement that is to be settled by arbitration (the "Matter"), shall be governed by the Arbitration Act 1991 (Ontario) (the "Act") as amended and supplemented by this Schedule "GG", and shall constitute a submission for the purposes of the Act. All Matters referred to arbitration (including the scope of the agreement to arbitrate, the law relating to enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims, conflict of laws rules and claims to costs and interest) shall be governed by the substantive laws of the Province of Ontario.

(3) Arbitration shall be commenced by either Party (the "Complainant") delivering a notice to the other Party (the "Respondent"), describing the Matter. An Arbitrator shall be appointed in accordance with Section 44 of the Agreement.

(4) All decisions of the Arbitrator(s) with respect to the Matter shall be rendered in writing and shall contain a brief recital of the facts upon which the decision is made and the reasons thereof.

(5) The following shall apply to the arbitration of any Matter:

(a) within ten (10) days of the appointment of the Arbitrator, the Complainant shall deliver to the Respondent and the Arbitrator a written statement (the "Claim") concerning the Matter setting forth, with particularity, its position with respect to the Matter and the material facts upon which it intends to rely;

(b) within ten (10) days after the delivery of the Claim, the Respondent shall deliver to the Complainant and the Arbitrator a written response (the "Answer") to the Complainant setting forth, with particularity, its position on the Matter and the material facts upon which it intends to rely;

(c) if the Respondent fails to deliver an Answer within the time limit referred to in (b) above, the Respondent shall be deemed to have admitted the Claim;

(d) within ten (10) days after the delivery of the Answer, the Complainant may deliver to the Respondent and the Arbitrator a written reply (the "Reply") to the Answer, setting forth, with particularity, its response, if any, to the Answer;

(e) within the time provided for the delivery of the Answer to the Claim, the Respondent may also deliver to the Complainant and the Arbitrators a counter-complaint (the "Counter-Complaint") setting forth, with particularity, any additional Matter for the Arbitrator to decide. Within ten (10) days of the delivery of a Counter-Complaint, the Complainant shall deliver to the Respondent and the Arbitrator an Answer to such Counter-Complaint. If the Complainant fails to deliver an answer to the Counter-

Complaint within such ten (10) day period the Complainant will be deemed to have admitted the Counter-Complaint. Within ten (10) days after the delivery of an Answer to the Counter-Complaint, the Respondent may deliver to the Complainant and the Arbitrator a Reply to such Answer. Any Matter submitted to arbitration in accordance with this Subsection (e) shall be governed by, and dealt with as if it were the subject of a Complaint in accordance with this Schedule except that it shall be deemed a submission to the Arbitrator already appointed, and shall be determined by the Arbitrator accordingly;

(f) the time limits set for the delivery of the documents referred to in Subsections (a) to (e) inclusive of this Section 5 of Schedule "GG" may be extended by the Arbitrator for such period and for such reasons as the Arbitrator in the Arbitrator's discretion may determine upon application made to the Arbitrator by either the Complainant or the Respondent, as the case may be, on notice to the other, either before the expiry of the time limit in issue or within two (2) days thereafter and, in the event that the other wishes to oppose the application, the Party shall be given an opportunity to make submissions on the application;

(g) upon completion of the foregoing steps in this Section 5 of Schedule "GG" or upon the expiry of the time limit provided therefor if a step provided for in this Section is not taken by such time, either the Complainant or the Respondent may make application to the Arbitrator to convene a preliminary hearing for determination of the following:

(i) appointing the time, date and place in Ontario for the hearing (the "Hearing") of the Matter, with the appointed place to be within fifty (50) kilometers of the Lands;

(ii) arranging for the production of documents pertaining to the Matter as between the Complainant and the Respondent;

(iii) arranging for the delivery of and answers to written interrogatories pertaining to the Matter as between the Complainant and the Respondent;

(iv) prescribing such additional rules and procedures considered by the Arbitrator to be necessary or desirable for the conduct of the arbitration (including, without limitation, compulsion of witnesses and discovery under oath); and

(v) the Arbitrator shall at the time and place appointed by the Arbitrator pursuant to Subsection (f) of this Section 5 of Schedule "GG", or as he, she or they may subsequently direct, convene the Hearing and shall, after the Hearing, determine the Matter or Matters submitted to him, her or them and make his, her or their award.

(6) Every award of the Arbitrator made pursuant hereto shall be final and binding upon the Complainant and the Respondent and there shall be no appeal therefrom.



(7) Arbitrator shall be paid his or her normal professional fees for his or her time and attendance in dealing with the Matter. The Arbitrator shall order the payment of such fees in accordance with the Act.

(8) The Arbitrator shall have the power to award the costs of the arbitration.

(9) All notices and all other documents required or permitted by this Schedule to be given by the Complainant or the Respondent to each other shall be given in accordance with the Agreement. All notices and all other documents required or permitted by this Schedule to be given by the Complainant or the Respondent to the Arbitrator shall be given in accordance with the Arbitrator's instructions.

(10) The arbitration shall be kept confidential and its existence and any element of it (including submissions and any evidence or documents presented or exchanged) shall not be disclosed beyond the Arbitrator, the Parties (including their shareholders, auditors and insurers), their counsel and any Person necessary to the conduct of the arbitration, except as required by law, regulation, or the rules or requirements of any stock exchange. No individual shall be appointed as an arbitrator unless he or she agrees in writing to be bound by this confidentiality provision.

(11) The Parties hereby agree to exclude Sections 10(4), 45 and 54 of the Act.

**SCHEDULE "B"**

**CONSENT OF SPOUSE**

I, \_\_\_\_\_, being married to ● do hereby give my consent to the grant of the option made in the Option Agreement dated ● in respect of the following properties:

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- 

DATED this    day of \_\_\_\_\_, 2005.

WITNESS:

SPOUSE OF GRANTOR

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

Address:

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

Address:

## **SCHEDULE "C" to Option Agreement**

### **AIM'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

I, ●, of the City of Toronto in the Province of Ontario, Barrister and Solicitor, do hereby certify that I was this day consulted in my professional capacity by AIM PowerGen Corporation named in the Option Agreement, dated ●, 2005 among ● as to its obligations and rights under the said Option Agreement, that I acted solely for and explained fully to it the nature and effect of the said Option Agreement and it did acknowledge and declare that it fully understood the nature and effect thereof and did execute the said document in my presence and did acknowledge and declare that it appeared to me that it was executing the said document of its own volition and without fear, threats, compulsion, or influence by ● or any other person.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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**[Insert Name of Lawyer]**

**SCHEDULE "D" to Option Agreement**

**[PROPERTY OWNER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE]**

I, \_\_\_\_\_, of \_\_\_\_\_ in the Province of Ontario, Barrister and Solicitor, do hereby certify that I was this day consulted in my professional capacity by ● and ● named in the Option Agreement, dated ●, 2005 among ● as to [his/her/their] obligations and rights under the said Option Agreement, that I acted solely for and explained fully to [him/her/them] the nature and effect of the said Option Agreement and [he/she/they] did acknowledge and declare that [he/she/they] fully understood the nature and effect thereof and did execute the said document in my presence and did acknowledge and declare and it appeared to me that [he/she/they] [was/were] executing the said document of [his/her/their] own volition and without fear, threats, compulsion, or influence by AIM PowerGen Corporation or any other person.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
[Insert Name of Lawyer]

- OR -

**[PROPERTY OWNER'S WAIVER OF INDEPENDENT LEGAL ADVICE]**

[I/We], ● and ●, of the property municipally known as ●, in the Township of ● and the County of ●, Ontario hereby acknowledge that [I/we] [was/were] offered by AIM PowerGen Corporation ("AIM") the opportunity to obtain independent legal advice with respect to an Option Agreement by and between ● and ● and AIM and dated the ● day of ●, 2005 (the "Agreement"), and that AIM emphasized to [me/us] the importance of obtaining legal advice with respect to the Agreement so that the impacts and potential impacts of the Agreement upon [me/us] and upon our property could be more fully explained. [I/We] further acknowledge that AIM offered to assist in defraying the costs associated with obtaining such legal advice (up to a maximum of CDN \$1000.00).

Notwithstanding the offer of independent legal advice made by AIM and the financial assistance offered with respect to obtaining that legal advice, [I/we] hereby declare that [I/we] do not wish to seek the counsel of an independent legal advisor and hereby waive [my/our] right to such legal advice and the financial remuneration associated therewith. [I/We] also confirm that we have read the Agreement in its entirety and that [I/we] appreciate and understand the terms of the Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Signature of ● [Property Owner]

\_\_\_\_\_  
Signature of ● [Property Owner's spouse]

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**Signature of Witness**

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**Signature of Witness**

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**Witness' Name (please print)**

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**Witness' Name (please print)**

## **SCHEDULE "E" to Option Agreement**

### **APPOINTMENT AND AUTHORIZATION OF AGENT**

I/We, the undersigned, being the registered owner(s) of:

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- 
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hereby authorize AIM PowerGen Corporation as my/our agent for the purpose of making an application(s) to the Committee of Adjustment/Land Division Committee and acting on my/our behalf in relation to any application for consent/rezoning/site plan approval made pursuant to the Option Agreement dated ●.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
(Signature of Property Owner)

\_\_\_\_\_  
(Please print full name of the person signing)

☐ I have the authority to bind the  
Corporation

\_\_\_\_\_  
(Signature of Property Owner)

\_\_\_\_\_  
(Please print full name of the person signing)

☐ I have the authority to bind the  
Corporation

## **SCHEDULE "F" to Option Agreement**

### **ARBITRATION PROCEDURES**

(1) As used in this Schedule, the term "Arbitrator" means either the sole arbitrator or the panel of three arbitrators, appointed pursuant to Section 6.2 of the Agreement.

(2) The Parties hereto agree that the arbitration of any matter arising pursuant to the Agreement that is to be settled by arbitration (the "Matter"), shall be governed by the Arbitration Act 1991 (Ontario) (the "Act") as amended and supplemented by this Schedule "F", and shall constitute a submission for the purposes of the Act. All Matters referred to arbitration (including the scope of the agreement to arbitrate, the law relating to enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims, conflict of laws rules and claims to costs and interest) shall be governed by the substantive laws of the Province of Ontario.

(3) Arbitration shall be commenced by either Party (the "Complainant") delivering a notice to the other Party (the "Respondent"), describing the Matter. An Arbitrator shall be appointed in accordance with Section 6.2 of the Agreement.

(4) All decisions of the Arbitrator(s) with respect to the Matter shall be rendered in writing and shall contain a brief recital of the facts upon which the decision is made and the reasons thereof.

(5) The following shall apply to the arbitration of any Matter:

(a) within ten (10) days of the appointment of the Arbitrator, the Complainant shall deliver to the Respondent and the Arbitrator a written statement (the "Claim") concerning the Matter setting forth, with particularity, its position with respect to the Matter and the material facts upon which it intends to rely;

(b) within ten (10) days after the delivery of the Claim, the Respondent shall deliver to the Complainant and the Arbitrator a written response (the "Answer") to the Complainant setting forth, with particularity, its position on the Matter and the material facts upon which it intends to rely;

(c) if the Respondent fails to deliver an Answer within the time limit referred to in (b) above, the Respondent shall be deemed to have admitted the Claim;

(d) within ten (10) days after the delivery of the Answer, the Complainant may deliver to the Respondent and the Arbitrator a written reply (the "Reply") to the Answer, setting forth, with particularity, its response, if any, to the Answer;

(e) within the time provided for the delivery of the Answer to the Claim, the Respondent may also deliver to the Complainant and the Arbitrators a counter-complaint (the "Counter-Complaint") setting forth, with particularity, any additional Matter for the Arbitrator to decide. Within ten (10) days of the delivery of a Counter-Complaint, the Complainant shall deliver to the Respondent and the Arbitrator an Answer to such Counter-Complaint. If the Complainant fails to deliver an answer to the Counter-

Complaint within such ten (10) day period the Complainant will be deemed to have admitted the Counter-Complaint. Within ten (10) days after the delivery of an Answer to the Counter-Complaint, the Respondent may deliver to the Complainant and the Arbitrator a Reply to such Answer. Any Matter submitted to arbitration in accordance with this Subsection (e) shall be governed by, and dealt with as if it were the subject of a Complaint in accordance with this Schedule except that it shall be deemed a submission to the Arbitrator already appointed, and shall be determined by the Arbitrator accordingly;

(f) the time limits set for the delivery of the documents referred to in Subsections (a) to (e) inclusive of this Section 5 of Schedule "F" may be extended by the Arbitrator for such period and for such reasons as the Arbitrator in the Arbitrator's discretion may determine upon application made to the Arbitrator by either the Complainant or the Respondent, as the case may be, on notice to the other, either before the expiry of the time limit in issue or within two (2) days thereafter and, in the event that the other wishes to oppose the application, the Party shall be given an opportunity to make submissions on the application;

(g) upon completion of the foregoing steps in this Section 5 of Schedule "F" or upon the expiry of the time limit provided therefor if a step provided for in this Section is not taken by such time, either the Complainant or the Respondent may make application to the Arbitrator to convene a preliminary hearing for determination of the following:

(i) appointing the time, date and place in Ontario within fifty (50) kilometers of the Property for the hearing (the "Hearing") of the Matter, with the appointed place to be within fifty kilometers of the Properties;

(ii) arranging for the production of documents pertaining to the Matter as between the Complainant and the Respondent;

(iii) arranging for the delivery of and answers to written interrogatories pertaining to the Matter as between the Complainant and the Respondent;

(iv) prescribing such additional rules and procedures considered by the Arbitrator to be necessary or desirable for the conduct of the arbitration (including, without limitation, compulsion of witnesses and discovery under oath); and

(v) the Arbitrator shall at the time and place appointed by the Arbitrator pursuant to Subsection (f) of this Section 5 of Schedule "F", or as he, she or they may subsequently direct, convene the Hearing and shall, after the Hearing, determine the Matter or Matters submitted to him, her or them and make his, her or their award.

(6) Every award of the Arbitrator made pursuant hereto shall be final and binding upon the Complainant and the Respondent and there shall be no appeal therefrom.



(7) Arbitrator shall be paid his or her normal professional fees for his or her time and attendance in dealing with the Matter. The Arbitrator shall order the payment of such fees in accordance with the Act.

(8) The Arbitrator shall have the power to award the costs of the arbitration.

(9) All notices and all other documents required or permitted by this Schedule to be given by the Complainant or the Respondent to each other shall be given in accordance with the Agreement. All notices and all other documents required or permitted by this Schedule to be given by the Complainant or the Respondent to the Arbitrator shall be given in accordance with the Arbitrator's instructions.

(10) The arbitration shall be kept confidential and its existence and any element of it (including submissions and any evidence or documents presented or exchanged) shall not be disclosed beyond the Arbitrator, the Parties (including their shareholders, auditors and insurers), their counsel and any Person necessary to the conduct of the arbitration, except as required by law, regulation, or the rules or requirements of any stock exchange. No individual shall be appointed as an arbitrator unless he or she agrees in writing to be bound by this confidentiality provision.

(11) The Parties hereby agree to exclude Sections 10(4), 45 and 54 of the Act.