

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 01548 - 0686 LT Interest/Estate Easement Add Easement

Description SERVICENT LANDS: PART OF RDAL BTN LT 10 & LT 11 ANDERDON AKA NORTH SIDEROAD BTN 2ND CONCESSION RD & CONCESSION 5 NORTH; AMHERSTBURG; DESIGNATED AS PART 1 ON 12R-24096

Address AMHERSTBURG

PIN 01547 - 0232 LT Interest/Estate Easement Add Easement

Description SERVICENT LANDS: PART OF RDAL BTN LT 30 & 31 CON 1 ANDERDON AKA NORTH SIDE RD BTN HIGHWAY 18 & SECOND CONCESSION RD; AMHERSTBURG; DESIGNATED AS PART 2 ON PLAN 12R-24096

DOMINANT LANDS: PIN 01547-0228, PT LOT 31-36 CON 1 ANDERDON PT 4 12R5308, S/T RESERVATIONS AS IN CE95949; S/T A RIGHT OVER PT 7 ON 12R-21155 AS IN CE95949; AMHERSTBURG;
PIN 01547-0229, PT LT 31-36 CON 1 ANDERDON PT 5 12R5308, S/T RESERVATIONS AS IN CE95949, S/T A RIGHT OVER PT 5 ON 12R-21155 AS IN CE95949; AMHERSTBURG;
PIN 01549-0205, PT NW 1/4 LT 9 CON 2 ANDERDON PT 1, 12R12958; PT N 1/2 LT 10 CON 2, ANDERDON PT 4, 12R12958 & PT 1, 12R13638; PT SW 1/4 LT 10 CON 2 ANDERDON PT 2, 12R12958; AMHERSTBURG

Address AMHERSTBURG

Consideration

Consideration \$ 1.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name THE CORPORATION OF THE TOWN OF AMHERSTBURG

Address for Service 271 Sandwich St. S.
Amherstburg, On

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Lory Bratt, AMCT, Planning Coordinator, The Corporation of the Town of Amherstburg.

Transferee(s) Capacity Share

Name 1710690 ONTARIO INC.

Address for Service Box 517
4955 Walker Rd.
Windsor, On
N9A 6M6

Name 1560803 ONTARIO INC.

Address for Service Box 517
4955 Walker Rd.
Windsor, On
N9A 6M6

Statements

Schedule: See Schedules

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 5

Signed By

Armando Felice Antonio DeLuca	500-251 Goyeau Street Windsor N9A 6V2	acting for Transferor(s)	Signed	2009 11 10
Tel	519-258-0615			
Fax	5192586833			

I have the authority to sign and register the document on behalf of all parties to the document.

Armando Felice Antonio DeLuca	500-251 Goyeau Street Windsor N9A 6V2	acting for Transferee(s)	Signed	2009 11 10
Tel	519-258-0615			
Fax	5192586833			

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2			2009 11 10
Tel	519-258-0615			
Fax	5192586833			

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Provincial Land Transfer Tax	\$0.00
Total Paid	\$60.00

File Number

Transferor Client File Number :	24749
Transferee Client File Number :	24749

AND TRANSFER TAX STATEMENTS

the matter of the conveyance of: 01548 - 0686 SERVIENT LANDS: PART OF RDAL BTN LT 10 & LT 11 ANDERDON AKA NORTH SIDEROAD BTN 2ND CONCESSION RD & CONCESSION 5 NORTH; AMHERSTBURG; DESIGNATED AS PART 1 ON 12R-24096

01547 - 0232 SERVIENT LANDS: PART OF RDAL BTN LT 30 & 31 CON 1 ANDERDON AKA NORTH SIDE RD BTN HIGHWAY 18 & SECOND CONCESSION RD; AMHERSTBURG; DESIGNATED AS PART 2 ON PLAN 12R-24096

DOMINANT LANDS: PIN 01547-0228, PT LOT 31-36 CON 1 ANDERDON PT 4 12R5308, S/T RESERVATIONS AS IN CE95949; S/T A RIGHT OVER PT 7 ON 12R-21155 AS IN CE95949; AMHERSTBURG;
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Y: THE CORPORATION OF THE TOWN OF AMHERSTBURG

O: 1710690 ONTARIO INC. % (all PINs)
 1560803 ONTARIO INC. % (all PINs)

LORIS COLLAVINO, PRESIDENT

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 1710690 ONTARIO INC. AND 1560803 ONTARIO INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1.00

Explanation for nominal considerations:

s) other: Transfer of Easement or right-of-way for no consideration.

The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
 LRO 12 Registration No. CE401668 Date: 2009/11/10

B. Property(s):
 PIN 01548 - 0686 Address AMHERSTBURG Assessment - Roll No
 PIN 01547 - 0232 Address AMHERSTBURG Assessment - Roll No

C. Address for Service:
 Box 517
 4955 Walker Rd.
 Windsor, On
 N9A 6M6
 Box 517
 4955 Walker Rd.
 Windsor, On
 N9A 6M6

D. (i) Last Conveyance(s): PIN 01548 - 0686 Registration No. null
 PIN 01547 - 0232 Registration No. null

(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes No Not known

AND TRANSFER TAX STATEMENTS

E. Tax Statements Prepared By: Armando Felice Antonio DeLuca
500-251 Goyeau Street
Windsor N9A 6V2

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2009-73

A By-law to provide for the transfer
of easement for encroachment

WHEREAS 1710690 Ontario Inc. and 1560803 Ontario Inc. have proposed the development of properties municipally known as 2333 North Sideroad (Site A) and 1891 Concession 2 North (Site B), respectively, for the purpose of solar energy systems;

AND WHEREAS a transfer of easement for encroachment is required respecting part of the Road Allowance between Lots 30 and 31, Concession 1 in the Geographic Township of Anderdon and part of the Road Allowance between Lots 10 and 11, Concession 2, in the Geographic Township of Anderdon, designated as Parts 1 and 2, Plan 12R-24096;

AND WHEREAS the benefitting lands are described as Parts 1, 2 and 4, Plan 12R-12958 and Part 1, Plan 12R-13638 (Site A) and Parts 4 and 5, Plan 12R-5308 ("Site B");

AND WHEREAS the transfer of easement for encroachment is required for the purpose of installing, maintaining, repairing and replacing a high voltage cable connecting Sites A and B, the benefitting lands;

AND WHEREAS the transfer of easement has been requested by: (a) Helios Solar Star A-1, L.P., by its general partner Helios Solar Star A-1 Company; (b) 1710690 Ontario Inc.; and (c) 1560803 Ontario Inc.;

AND WHEREAS the Council deems it appropriate to grant the said transfer of easement for encroachment to permit the development of Sites A and B.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN
OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That a Transfer of Easement for Encroachment in the form annexed hereto and referred to as Schedule "A" be granted to the benefitting lands, being Parts 1, 2 and 4, Plan 12R-12958 and Part 1, Plan 12R-13638 and Parts 4 and 5, Plan 12R-5308 with respect to Parts 1 and 2, Plan 12R-24096.
2. That the costs associated with the Transfer of Easement for Encroachment will be the responsibility of the Transferee.
3. That this By-law shall come into force and effect upon the date of final passage.

Read a first, second and third time and finally passed this 13th day of October 2009.

Certified True Copy of
the original document.

B. Percy
Clerk Brenda M. Percy
Town of Amherstburg
Date: October 19, 2009

Wayne Hurst
Mayor - Wayne Hurst

B. Percy
Clerk - Brenda Percy

Schedule "A"

The Corporation of the Town of Amherstburg (the "Transferor") hereby grants to 1710690 Ontario Inc. and 1560803 Ontario Inc. (collectively, the "Transferees"), their respective servants, contractors, tenants, agents and successors in title to that part of the northwest quarter of Lot 9, Concession 2, in the Geographic Township of Anderdon, part of the north half of Lot 10, Concession 2, in the Geographic Township of Anderdon, part of the southwest quarter of Lot 10, Concession 2, in the Geographic Township of Anderdon, designated as Parts 1, 2 and 4, Plan 12R-12958 and Part 1, Plan 12R-13638; and that part of Lots 31 through 36, Concession 1, in the Geographic Township of Anderdon, designated as Parts 4 and 5, Plan 12R-5308, in the Town of Amherstburg, County of Essex and Province of Ontario (hereafter called the "Benefitting Lands") the free, uninterrupted and unobstructed right and easement in perpetuity to construct, install, maintain, inspect, alter, repair, replace and reconstruct an electricity transmission line through the lands described as Part of the Road Allowance between Lots 30 and 31, Concession 1, in the Geographic Township of Anderdon, and Part of the Road Allowance between Lots 10 and 11, Concession 2, in the Geographic Township of Anderdon, designated as Parts 1 and 2, Plan 12R-24096, in the Town of Amherstburg, County of Essex, Province of Ontario (the "Easement Lands"), as appurtenant to the solar energy systems to be constructed on the Benefitting Lands and for all purposes necessary or incidental to the exercise of the easement hereby granted, the Transferee shall have free, uninterrupted and unobstructed access to the Easement Lands.

A high voltage cable (the "Cable") is to be placed underground and encased in concrete within the Easement Lands.

The Transferees covenant to install the Cable in accordance with the location, specifications and trench details as approved by Transferor, acting reasonably, and other applicable regulations.

The Transferees covenant to fill in all excavations and restore the surface of the Easement Lands immediately after performing any work therein or thereon, to substantially the same condition it was in before such work was undertaken by the Transferees and to the reasonable satisfaction of the Transferor.

The Transferees covenant that above grade signage identifying the buried hydro conduits will be installed to the satisfaction of the Transferor, acting reasonably.

The Transferees covenant that the location of the works and materials permitted by this easement must not conflict with existing utilities.

The Transferees covenant that the Cable will form part of the Ontario One Call location program.

Notwithstanding any rule of law or equity, and even though the Cable, concrete encasement and other works and materials permitted by this easement or some of them may become affixed to or annexed to the Easement Lands, the title to such Cable, concrete encasement and other works and materials shall nevertheless remain in the Transferees and their respective successors in title to the Benefitting Lands, and the Transferor shall have no interest in such Cable, concrete encasement and other works and materials, nor any responsibility for the same.

The Transferees, on behalf of themselves and their respective successors in title to the Benefitting Lands, covenant and agree to maintain, repair and replace the Cable, concrete encasement and all of the other works and materials permitted by this easement in a state of good repair to the satisfaction of the Transferor, acting reasonably, and to indemnify and save the Transferor, its successors and assigns harmless from any and all claims, demands, damages and causes of action that may arise by reason of or stemming from the Transferees' failure to

so maintain and repair such works and materials permitted by this easement, howsoever caused.

In the event of the destruction, demolition or decommissioning of the works related to the solar energy systems to be constructed on the Benefitting Lands, unless such works are replaced within a reasonable time as determined by Transferor, acting reasonably, after such demolition, destruction or decommissioning, the Transferees, on behalf of themselves and their respective successors in title to the Benefitting Lands, covenant and agree to remove the Cable, concrete encasement and all of the other works and materials permitted by this easement from the Easement Lands to the satisfaction of the Transferor, acting reasonably, to restore the Easement Lands to their state prior to the installation of such works and materials, and to grant to the Transferor or its successors a complete and final release of this easement. In addition to and without limitation to the foregoing, 1560803 Ontario Inc., on behalf of itself and its respective successors in title to Site B, covenants and agrees that the obligations hereunder to remove the cable, concrete encasement and all of the other works and materials shall be subject to the terms and conditions relating to Decommissioning (as such term is defined in the Development Agreement made December 15, 2008 and registered against title to Site B on January 21, 2009 as Instrument No. CE363718 (the agreement as amended or otherwise modified from time to time, the "Development Agreement")) including any requirements for the posting of security as set out in Section 25 of the Development Agreement (other than Section 25.D.).

Properties

PIN	01548 - 0686 LT	<input checked="" type="checkbox"/> Redescription
Description	RDAL BTN LT 10 & LT 11 ANDERDON AKA NORTH SIDEROAD BTN 2ND CONCESSION RD & CONCESSION 5 NORTH; AMHERSTBURG; DESIGNATED AS PART 1 ON 12R-24096	
Address	AMHERSTBURG	
PIN	01547 - 0232 LT	<input checked="" type="checkbox"/> Redescription
Description	RDAL BTN LT 30 & 31 CON 1 ANDERDON AKA NORTH SIDE RD BTN HIGHWAY 18 & SECOND CONCESSION RD; AMHERSTBURG; DESIGNATED AS PART 2 ON PLAN 12R-24096	
Address	AMHERSTBURG	
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Description	PT LT 31-36 CON 1 ANDERDON PT 4 12R5308, S/T RESERVATIONS AS IN CE95949; S/T A RIGHT OVER PT 7 ON 12R-21155 AS IN CE95949; AMHERSTBURG	
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Address	AMHERSTBURG	

Applicant(s)

This Order/By-law affects the selected PINs.

Name THE CORPORATION OF THE TOWN OF AMHERSTBURG
Address for Service 271 Sandwich St. S.
 Amherstburg, On

This document is being authorized by a municipal corporation Lory Bratt, AMCT, The Corporation of the Town of Amherstburg.

This document is not authorized under Power of Attorney by this party.

Statements

This application is based on the Municipality By-Law No. 2009-73 dated 2009/10/13.

Schedule: See Schedules

Signed By

Armando Felice Antonio DeLuca	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed	2009 11 05
Tel	519-258-0615			
Fax	5192586833			

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

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2	2009 11 09
Tel	519-258-0615	
Fax	5192586833	

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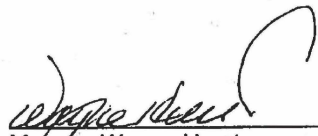
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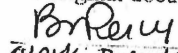


Mayor - Wayne Hurst



Clerk - Brenda Percy

Certified True Copy of
the original document.



Clerk, Brenda H. Percy
Town of Amherstburg

Date: October 19, 2009