

EQUIPMENT LEASE AGREEMENT FIT 4.0

THIS EQUIPMENT LEASE AGREEMENT dated the 1st day of February, 2017,

BETWEEN:

SUNSAVER2 GP Inc, a corporation incorporated pursuant to the laws of the Province of Ontario and having its registered office in Innerkip, Ontario (hereinafter the "Lessor")

AND:

THE CORPORATION OF THE TOWN OF MINTO, a corporation duly incorporated in the Province of Ontario (hereinafter the "Lessee")

WHEREAS the Lessee is the owner in fee simple of the lands and premises described in Schedule "A" (the "Properties");

AND WHEREAS, the Lessor has all requisite ownership rights to the solar photovoltaic systems equipment as more specifically described in Schedule "B" (the "Equipment");

AND WHEREAS the Lessee wishes to have installed the Equipment on the Properties as listed in Schedule "C" (the "Facilities") for the sole purpose of producing electricity and subsequent sale to the Independent Electricity System Operator (the "IESO") under the IESO's FIT 4.0 program;

AND WHEREAS, the Lessee wishes to lease from the Lessor, and the Lessor is willing to lease to the Lessee, the Equipment for the consideration and otherwise in accordance with the terms and conditions described in this Equipment Lease Agreement;

NOW THEREFORE, in consideration of the terms and conditions below and the sum of one dollar (\$1.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1.0 Interpretation

a) Definitions

In this Equipment Lease Agreement, unless otherwise stated, the following terms shall have the meaning prescribed for each:

"Agreement" means the terms and conditions described in Articles 1 above through Article 19 below inclusive, and any schedule, appendix, addendum or other document incorporated by reference. This Agreement also includes all subsequent amendments signed by the Parties and referencing this Agreement;

"Business Day" means any day other than Saturday or Sunday or a statutory holiday so recognized by the Province of Ontario;

"Commencement Date" means the date described in paragraph 4.b) below.

"Effective Date" means February 28, 2017;

"Equipment" means the item or items leased by the Lessor to the Lessee under this Agreement, as more specifically described in Schedule "B";

"Facilities" means the Equipment located on the Properties described in Schedule "C";

"Lease Payment" means the periodical payments by the Lessee to the Lessor for lease of the Equipment, as described in Article 5 below of this Agreement;

"Lease Term" means the period of time for lease of the Equipment by the Lessor to the Lessee described in Article 4 below of this Agreement, including any agreed-to extension thereto;

"Parties" means the Lessor and Lessee and "Party" means one of them as the context provides;

"Properties" means the lands and premises owned by the Lessee as described in Schedule "A";

"Schedule" means an attachment to this Agreement as described in Article 2.0 below.

b) Assignment

The Parties shall not assign this Agreement or any of its rights or obligations hereunder, or delegate the performance thereof, to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempt by a Party to assign this Agreement or any of its rights or obligations, or delegate the performance thereof to a third party, without such consent shall be void and of no effect.

c) Headings and Titles

The headings and titles used in this Agreement are solely for the convenience of the Parties. The headings and titles shall not affect the interpretation of this Agreement.

d) Gender and Number

Unless the context otherwise requires, words importing the singular include the plural and *vice versa*, and words importing one gender include the other gender.

e) Invalidity of Provisions

Any provision in this Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability only, without invalidating the remaining provisions of this Agreement.

f) Further Assurances

The Parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to meet their respective obligations under this Agreement. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

g) Waiver and Modification

No waiver of any provision of this Agreement, including waiver of a breach of this Agreement, shall constitute a waiver of any other provision or breach of this Agreement unless expressly provided otherwise. No waiver shall be binding unless executed in writing. This Agreement may not be modified other than by a document in writing signed by duly authorized officials of the Lessor and Lessee.

h) Counterparts

This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, when taken together, shall constitute one and the same instrument.

i) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable thereto, other than rules regarding conflict of laws. Subject to the Dispute Resolution provision of this Agreement, the courts of the Province of Ontario shall have the sole and exclusive jurisdiction to entertain any legal proceedings arising under this Agreement.

j) Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter, namely FIT 5.0 applications, and supersedes all previous or other agreements, understandings, representations, warranties, proposals, negotiations and

discussions, whether oral or written, of the Parties related thereto.

2.0 Schedules

a) The Schedules appended to and forming part of this Agreement are described in subsection b). In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Schedule, the terms and conditions of this Agreement shall prevail.

b) The Schedules to this Agreement are as follows:

- Schedule "A" Properties
- Schedule "B" Equipment
- Schedule "C" Facilities
- Schedule "D" Payments

3.0 Agreement to Install Equipment

a) The Lessor shall procure, install and operate the Equipment and appurtenances described in Schedule "B" at each of the Facilities described in Schedule "C".

4.0 Agreement to Lease

a) Agreement to Lease

The purpose of this Agreement is to facilitate the Lessee's intention to produce and sell electricity to the IESO under the FIT 4.0 Program, and more particularly pursuant to the respective agreements between the IESO and the Lessee. The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the Equipment described in Schedule "B" at each of the Facilities described in Schedule "C".

b) Term

Lease payments under this Agreement shall commence on the date upon which the individual Facilities are connected to the electrical power grid by the local utility (the "Commencement Date") and running for a period of twenty (20) years (the "Lease Term") from the Commencement Date subject to the Parties' agreement to renew in paragraph 4.0c) below.

c) Renewal Term

The Parties may, by agreement in writing no more than ninety (90) Business Days prior to the end of the term, extend the term of this Agreement. Either Party shall have the right to renew this Agreement for a further term of five (5) years upon the same terms and conditions as contained in this Agreement, save and except that the Lease Payments shall be in an amount mutually agreed to by the Parties provided that neither Party has defaulted on any of its covenants or requirements pursuant to this Agreement.

5.0 Lease Payments

a) As consideration for the lease of the Equipment during the Lease Term, the Lessee shall pay the Lessor the Lease Payments as follows:

(i) From funds paid by the IESO to the Lessee, the Lessee covenants and agrees to within 30 days of receipt of the funds pay to Lessor on a monthly basis, or as otherwise set by the IESO, Lease Payments of 95 % of revenue generated by the Equipment for a period of twenty (20) years from the Commencement Date. The remaining 5% of the funds shall be allocated by the Lessee to such matters it deems as a priority including but not limited to maintaining the Properties and Facilities with a minimum Property Maintenance Payment as per Schedule "D" per Facilities to be allocated to the Lessee for the maintenance of the Properties and Facilities.

(ii) The Lessee agrees to provide Lessor with an annual account statement issued with the final Lease Payment of each year showing the opening balance at the start of the year and revenues and expenses throughout the year.

b) The parties agree that any Lease Payments and timing of the Lease Payments associated with any renewals of this Agreement shall be mutually agreed upon by

the parties with the intent that the Lessee will make monthly payments to Lessor for all the Facilities.

6.0 Purchase Option

a) Provided only that the Lessee is not in default under this Agreement, the Lessee may on ninety (90) Business Days written notice prior to the end of the Term or any renewal term, purchase the Equipment for the purchase option price of one dollar (\$1.00).

b) Upon receipt by the Lessor of the prescribed purchase option payment, inclusive of all sales and other applicable taxes arising therefrom, all right, title and other proprietary interest in and to the Equipment shall, forthwith, transfer to and vest in the Lessee, free from any liens, charges or other encumbrances of the Lessor.

c) In the event that the Lessee fails to give notice and pay the purchase option price as described in paragraph 6.a) above, the Lessor shall remove the Equipment at its sole cost and expense within ninety (90) Business Days of the end of the Term or renewal term or other termination of this Agreement and restore the Properties to their original condition to the satisfaction of the Lessee acting reasonably. The Parties' obligation to observe and perform this covenant shall survive the expiration or other termination of this Agreement.

7.0 The Lessee's Responsibilities

a) The Lessee shall provide a portion of land or suitable roof space approved by a structural engineer of sufficient area to host each of the Facilities as mutually agreed to by the parties. To that end the said engineer shall be engaged by the Lessor and shall provide written and certified opinion confirming the roof structure and protective membranes will not be impacted by the presence of the Equipment on the lands

b) The Lessee will permit the Lessor to place the Equipment in a proper and safe manner, by duly competent and trained personnel for its intended purpose and in accordance with the recommendations and instructions of the Lessor or Equipment manufacturer. The Equipment shall be operated or otherwise used at all times in compliance with all applicable laws and regulations. If installed for operation or other use, the Equipment shall not be moved from its prescribed location without the Lessor's prior written consent

c) The Lessee shall ensure that its activities on the lands or within the buildings keep the Equipment free and clear of any liens, charges, attachments, security interests or other encumbrances except those in favour of the Lessor.

d) The Lessee shall allow the registration of an easement for the Facilities at the expense of the Lessor, if necessary, on the Properties to allow the Lessor or its representatives to have access to the Facilities for the purposes of construction, maintenance and monitoring.

e) The Lessee shall take measures to prevent obstructions from being installed on the Properties that may cause shading in any manner whatsoever of the Facilities due to the provision for adequate sunlight for the operation of the Equipment and the extreme sensitivity of the Equipment to shading.

f) The Lessee shall ensure that the ground where any trenched cabling from the Facilities to the electrical panel is not disturbed.

g) The Lessee shall allow the electrical connection of each of the Facilities to a point of common coupling ("PCC") to the electrical grid on the Property.

h) The Lessee shall allow all AC electrical connections trenched from the disconnect at the Facility to the point of connection.

i) The Lessee shall pay the Lessor the monthly Lease Amounts and retain only those revenues from the IESO pursuant to Article 5 above, and shall provide an annual statement of accounts to the Lessor in accordance with Article 5.9 above.

8.0 The Lessor's Responsibilities

a) The Lessor shall build, commission, maintain and operate the Facilities for the Term of this Agreement in accordance with applicable municipal, provincial and federal laws, codes and standards including obtaining all necessary permits and approvals required by all applicable agencies and authorities.

b) The Lessee will use, or cause to be used, the Equipment in a proper and safe manner, by duly competent and trained personnel for its intended purpose and in accordance with the recommendations and instructions of the Lessor or Equipment manufacturer. The Equipment shall be operated or otherwise used at all times in compliance with all applicable laws and regulations. If installed for operation or other use, the Equipment shall not be moved from its prescribed location without the Lessor's prior written consent.

c) The Lessor shall obtain all electrical inspection and approvals from the Electrical Safety Authority and obtain the necessary approvals and connection agreement with the local electrical distribution company.

d) The Lessor shall remove the Facilities and restore the Properties at its sole cost and expense at the end of the Term or any subsequent renewal terms, if any, upon written request by the Lessee.

e) Upon written approval from the Lessee, the Lessor may construct, at its sole expense, a fence of a design style agreeable to the parties to deny and prevent access to the ground mounted Facilities.

f) The Lessor shall ensure that the Lessee's lands are not encumbered or impacted in any way by any supplier, contractor or other person as a result of its building, commission, maintenance and operation of the Facilities and agrees that should any lien or encumbrance not be resolved to the Lessee's satisfaction that the cost of defending and removing the said lien from any of the Lessee's lands may be deducted from any payments under Article 5.0 of this agreement.

g) The Lessor shall install the most up to date technology with respect to firefighting so that the Equipment can be safely shut off or otherwise decommissioned by firefighters in the event such is required to fight a fire on the Lessee's lands or buildings.

h) The Lessor shall provide at its sole cost and expense an engineer's report verifying the rooftop installations shall not impact on the structure or function of the roof its membranes or structures, and in the course of installing, maintaining, inspecting, commissioning or any other activity associated with the Equipment shall not damage, alter, or affect the Lessee's building or lands or its' ongoing use of the building or lands.

i) The Lessor acknowledges the Equipment is located on public lands to which the general public has access and use of, and further shall ensure that at all times the public is not endangered by the Equipment or its maintenance, commission or operation.

j) The Lessor shall upon request from the Lessee provide access or link to a website detailing in a way understandable to the public the performance of the Equipment, the savings to the environment as a result of its use and any other relevant information resulting from the installation of the Equipment on the Properties.

k) The Lessor shall work with the Lessee regarding the design and interpretation around the ground mount installation at the Greenbush location recognizing the historic family involvement in the Lessee's acquisition of the property.

9.0 Insurance

a) The Lessor shall at its sole cost and expense and for the Lease Term and any renewals insure the Equipment with companies qualified to do business in the Province of Ontario against all risks, including extended coverage, flood and earthquake, in an amount equivalent to the full replacement cost of each of the Facilities.

b) The Lessee shall at its sole cost and expense for the Lease Term and any renewals, keep in full force and effect, a policy of public liability and property damage insurance with companies qualified to do business in the Province of Ontario with respect to the Facilities and Properties, in which the limit of public liability shall be \$5,000,000.

c) The insurance policies shall name the other party as an additional insured and loss payee and require that the other party be provided with at least thirty (30) days prior written notice of any change in or cancellation of the policy. At the other party's request, the insuring party shall provide the other party with a certificate of insurance or other satisfactory evidence that such coverage is in effect. If any such insurance policy includes a co-insurance provision, the other party shall cause the same to be waived or maintain a sufficient amount of insurance to meet the requirements of the co-insurance provision. The parties will take all necessary steps to recover insurance proceeds.

10.0 Representations and Warranties of the Lessee

a) The Lessee represents and warrants to the Lessor that:

i) The Lessee is duly incorporated and has the legal authority to enter into this Agreement and undertake all Lessee duties and responsibilities described hereunder. This Agreement has been duly authorized by all necessary corporate action by the Lessee and is a valid and binding obligation of the Lessee, enforceable against it in accordance with its terms;

ii) The execution and performance of this Agreement does not and will not cause any default or other contravention of any other agreement or instrument to which the Lessee is a party, or result in any lien or other charge against any property or assets of the Lessee;

iii) All right, title and other rights of ownership in the Properties resides solely with the Lessor; and

iv) There are no actions, suits or other proceedings against the Lessee, or to the Lessee's knowledge threatened or pending against the Lessee, or any of its assets, that in the reasonable opinion of the Lessee may have a material adverse effect on its financial condition or business.

11.0 Representations and Warranties of the Lessor

a) The Lessor represents and warrants to the Lessee that:

i) The Lessor is duly incorporated and has the legal authority to enter into this Agreement and undertake all Lessor duties and responsibilities described hereunder. This Agreement has been duly authorized by all necessary corporate action by the Lessor and is a valid and binding obligation of the Lessor, enforceable against it in accordance with its terms, subject, as to enforcement, to applicable bankruptcy, insolvency and other legislation affecting creditors' rights generally;

ii) The execution and performance of this Agreement does not and will not cause any default or other contravention of any other agreement or instrument to which the Lessor is a party, or result in any lien or other charge against any property or assets of the Lessor;

iii) All right, title and other rights of ownership in the Equipment resides solely with the Lessor; and

iv) There are no actions, suits or other proceedings against the Lessor, or to the Lessor's knowledge threatened or pending against the Lessor, or any of its assets, that in the reasonable opinion of the Lessor may have a material adverse effect on its financial condition or business.

b) The Lessor makes no representations or warranties, whatsoever, in regard to the Equipment including its use or operation. The Lessor shall pass on to the Lessee any

manufacturer's Equipment warranties, if any, that it is authorized by the manufacturer to pass on. The Lessee acknowledges that any remedies for alleged breach of a manufacturer's warranty, and the Lessee's recourse, are solely against the manufacturer of the Equipment.

12.0 The Lessee's Default

a) The Lessor may, at its option, declare the Lessee to be in default of this Agreement on the occurrence of any of the following events:

- i) The Lessee fails to pay any amount under this Agreement when due;
- ii) Any representation or warranty of the Lessee hereunder is found to be untrue or inaccurate;
- iii) The Lessee fails to observe any other term and condition of this Agreement; or
- iv) The Lessor believes, acting reasonably, that the payment of any amount due from the Lessee under this Agreement, or the performance of any other Lessee obligation, is in jeopardy.

13.0 The Lessor's Default

a) The Lessee may, at its option, declare the Lessor to be in default of this Agreement on the occurrence of any of the following events:

- i) The Equipment or other property of the Lessee is seized, forfeited or confiscated by another party;
- ii) Any representation or warranty of the Lessor hereunder is found to be untrue or inaccurate;
- iii) The Lessor fails to observe any other term and condition of this Agreement; or
- iv) The Lessee believes, acting reasonably, that the Equipment may be damaged, lost or confiscated, or the Equipment may be seized, encumbered or otherwise attached by another party or the performance of any other Lessor obligation, is in jeopardy.

14.0 Remedies

a) In the event of any default under this Agreement, the non-defaulting Party may exercise any or all of the following remedies:

i) Take possession of the Equipment with ten (10) Business Days advance written notice to the defaulting Party. For this purpose the defaulting Party grants the non-defaulting Party the right to enter its premises for the purpose of possessing the Equipment. The non-defaulting Party may sell or lease the Equipment upon such terms and conditions and for such other consideration as it deems appropriate; and

ii) Upon ten (10) Business Days advance written notice to the defaulting Party terminate this Agreement; and

iii) Require as liquidated damages and not as penalty, the immediate payment of all outstanding Lease Payments, other outstanding payments and the outstanding depreciated value of the Equipment.

b) In the event that the proceeds of any disposition of the Equipment by the non-defaulting Party exceed the amounts owing to the defaulting Party by the non-defaulting Party, the non-defaulting Party shall pay the excess to the defaulting Party after deducting all costs, including legal costs, incurred by the non-defaulting Party in the exercise of any of the remedies described in subsection 14.0a) above. In the event that the proceeds of any such disposition of the Equipment by the non-defaulting Party are insufficient to pay the amounts owing to the non-defaulting Party by the defaulting Party, the defaulting Party shall be liable for the deficiency and pay the same, forthwith, to the non-defaulting Party.

c) The non-defaulting Party may discharge any lien, mortgage, charge, security interest or other claim or rights of others in regard to the Equipment, and the payments made by the non-defaulting Party to do so shall be added to the amounts owed by the defaulting Party to the non-defaulting Party hereunder.

d) The rights and remedies available to the non-defaulting Party are cumulative, not alternative, and may be exercised by the non-defaulting Party separately or together.

15.0 Title

a) All right, title and other rights of ownership in the Equipment reside solely with the Lessor. Provided that the Lessee complies with all of its obligations under this Agreement, the Lessor shall not interfere with Lessee's possession and use of the Equipment.

b) The Lessor may make any registrations or filings necessary or desirable to protect its interest in the Equipment.

c) All right, title and other rights of ownership in the Properties reside solely with the Lessee. Provided that the Lessor is in compliance with all of its obligations under this Agreement, the Lessee shall not interfere with Lessee's possession and use of the Equipment, but in no case shall the Lessor receive, obtain or inure any ownership or title to the Properties as a result of its use under the terms of this agreement.

d) The Lessee may make any registrations or filings necessary or desirable to protect its interest in the Properties.

16.0 Indemnification

a) The Parties shall indemnify and hold harmless each other from all losses, liabilities, claims, actions, costs, expenses or damages arising from this Agreement, or its possession or use of the Equipment, irrespective of the nature or cause of the loss, liability, claim, action, cost, expense or damage.

17. Notices

a) All notices to be given under this Agreement shall be in writing and either hand delivered or sent by registered mail to the address and contact official of the other Party set out below. If by registered mail, any such notice shall be deemed to have been received on the fifth (5th) Business Day after mailing, and if hand delivered, on the date of delivery.

The Lessor's address and contact official: SunSaver2 Limited
ATTN: Corporate Secretary
65 Young Street
Innerkip, ON NOJ 1M0

Lessee's address and contact official: The Corporation of the Town of Minto
ATTN: CAO/Clerk
5941 Highway #89, R.R. #1
Harriston, ON NOG 1Z0

b) Either Party may change its address or contact official by written notice to the other Party given in the manner set out in subsection 17.a) above.

18.0 Other Provisions

a) Force Majeure

Neither Party will be responsible or liable in any way for failure or delay in performing its obligations under this Agreement during any period in which such performance is prevented or hindered by conditions beyond its reasonable control ("*force majeure*"). During such period each Party's obligations, to the extent that they are affected by the event of force majeure, will be suspended and commensurately extended until such time as performance is no longer prevented or hindered; provided that if such period extends for more than twenty (20) Business Days either Party may thereafter terminate this Agreement without any obligation or liability to the other Party for the same, except only for those provisions of this Agreement which continue in effect beyond its expiration or termination set out in subsection 20.0 hereof.

b) Advertising

Neither Party shall, without the prior written consent of the other Party in each instance, carry out or arrange for any press release, advertisement or promotion of any kind or nature, whatsoever, whether oral or in writing, which involves the use of, or contains any reference to, the other Party, this Agreement or lease of the Equipment.

c) Survival

Those provisions of this Agreement which, by their terms, are intended to survive, or which must survive in order to give effect to the continuing obligations of the Parties, shall survive the termination of this Agreement. Without restricting the generality of the foregoing, the Parties agree that Articles 14 and 16 above shall survive termination of this Agreement.

19.0 Exclusivity

a) The Lessee covenants that so long as the Lessor is carrying on its business on the Properties in accordance with the terms of this Agreement, the Lessee and its successors and assigns shall not, at any time during the Term or any renewal thereof, permit any other party to conduct, as a business the production of electricity from solar energy sources, or any service ancillary to the production of electricity from solar energy sources on any of the Properties or any other Lessee property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
George A. Bridge, Mayor

Per: _____
Bill White C.A.O. Clerk

We have the authority to bind The Corporation of the Town of Minto.

SUNSAVER 2 LIMITED

Per: _____
Rolf Maurer, President

I have the authority to bind the Corporation

Schedule "A"
LANDS ON WHICH FIT 4.0 FACILITIES MAY BE LOCATED
(the "Properties")

| | | | |
|------------------------------------------------------------|-------------------------|--------|---------------|
| 1) Town Municipal Office | 5941 Highway 89 | 50kW | Roof Top Unit |
| 2) Clifford Arena | 2 Brown Street South | 100 kW | Roof Top Unit |
| 3) Clifford Sewage Treatment Plant | 43 James Street East | 250 kW | Ground Mount |
| 4) Greenbush Community Park | 5576 Highway 9 | 100 kW | Ground Mount |
| 5) Harriston Arena | 111 George Street South | 250kW | Roof Top Unit |
| 6) Harriston Industrial Sewage Plant | 83 William Street West | 250 kW | Ground Mount |
| 7) Palmerston Arena | 520 Caven Street | 250kW | Roof Top Unit |
| 8) Palmerston Road Works and Industrial Stormwater pond | Minto Road | 250 kW | Ground Mount |

SCHEDULE "B"
DESCRIPTION OF THE EQUIPMENT
(the "Equipment")

The solar photo voltaic systems (the "Equipment") to be installed on the Properties shall consist of:

Ground Mount

- Single Axis Tracking Technology
- Bankable Solar modules with preference to Ontario Manufactured modules
- Bankable String inverters compliant to latest UL and CSA requirements
- Balance of System compliant to Electrical Safety Authority requirements

Roof Top

- Low impact ballasted racking system
- Bankable Solar modules with preference to Ontario Manufactured modules
- Bankable String inverters compliant to latest UL and CSA requirements and module level shutdown with firefighter gateway interconnected with building management system
- Balance of System compliant to Electrical Safety Authority requirements

Notes:

The Equipment is capable of producing approximately >1,400 KWh/kWp per year for ground mount systems and >1,100 kWh/kWp per year for roof mounted systems, depending on the amount of solar radiation received by the Facility, shading and dust.

SCHEDULE "C"
DESCRIPTION OF THE EQUIPMENT ON EACH OF THE PROPERTIES
(the "Facilities")

1) Town Municipal Office 60kW Roof Top Unit

- high power mono-crystalline Solar PV Modules manufactured in Ontario
 - 36 pc. 60-Cell 300Wp
 - 144 pc. 72-Cell 350Wp
- Standing Seam Galaxy Mounting Hardware manufactured in Ontario
- (5) SolarEdge SE10000 single phase inverters operating at 240V
- (180) SolarEdge P400 Optimizers allowing for module level shutdown
- balance of system components compliant with CSA and ESA rules

2) Clifford Arena 2 Brown Street South 100 kW Roof Top Unit

- for description of Equipment see Schedule "B"

Specific components will be recorded here once the systems design has been completed

3) Clifford Sewage Treatment Plant 43 James Street East 250 kW Ground Mount

- for description of Equipment see Schedule "B"

Specific components will be recorded here once the systems design has been completed

4) Greenbush Community Park 5576 Highway 9 100 kW Ground Mount

- for description of Equipment see Schedule "B"

Specific components will be recorded here once the systems design has been completed

5) Harriston Arena 111 George Street South 250kW Roof Top Unit

- for description of Equipment see Schedule "B"

Specific components will be recorded here once the systems design has been completed

6) Harriston Industrial Sewage Plant 83 William Street West 250 kW Ground Mount

- for description of Equipment see Schedule "B"

Specific components will be recorded here once the systems design has been completed

7) Palmerston Arena 520 Caven Street 200kW Roof Top Unit

- for description of Equipment see Schedule "B"
- Specific components will be recorded here once the systems design has been completed

8) Palmerston Industrial Stormwater pond Minto Road 250 kW Ground Mount

- for description of Equipment see Schedule "B"
- Specific components will be recorded here once the systems design has been completed

SCHEDULE "D"
 DESCRIPTION OF EQUIPMENT CAPITAL EXPENDITURE AND ANNUAL
 PROPERTY MAINTENANCE PAYMENTS FOR EACH PROJECT
 (the "Payments")

| 2016 FiT4 Contract Overview | | | | | | non leveraged, 5% Property Maintenance | | | | |
|------------------------------------|--------------|-----------------|-----------|------------|-----------------------|----------------------------------------|--------------------|-----------------------|-------------|--------------|
| C\$ (excl. HST) | KWac | Security | Rate \$/w | \$/watt dc | Capital | Cashflow | PM pa | NPV | IRR [%] | Eq't Payback |
| Municipal Office | 50 | \$ 250 | \$ 0.242 | \$2.97 | \$178,234.00 | \$18,200.00 | \$910.00 | \$83,334.00 | 4.7% | 12.1 years |
| Clifford Arena | 100 | \$ 500 | \$ 0.242 | \$2.72 | \$326,355.00 | \$33,918.00 | \$1,695.90 | \$189,625.00 | 5.7% | 11.2 years |
| Harriston Arena | 250 | \$ 1,250 | \$ 0.225 | \$2.51 | \$754,097.00 | \$83,245.00 | \$4,162.25 | \$573,751.00 | 7.2% | 10.0 years |
| Palmerston Arena | 200 | \$ 1,000 | \$ 0.225 | \$2.35 | \$704,097.00 | \$83,245.00 | \$4,162.25 | \$616,001.00 | 8.2% | 9.3 years |
| Greenbush Park | 100 | \$ 500 | \$ 0.219 | \$3.64 | \$436,428.00 | \$45,530.00 | \$2,276.50 | \$258,752.00 | 5.8% | 11.1 years |
| Clifford Sewer | 250 | \$ 1,250 | \$ 0.219 | \$3.33 | \$999,645.00 | \$120,480.00 | \$6,024.00 | \$920,276.00 | 8.5% | 9.1 years |
| Harriston Sewer | 250 | \$ 1,250 | \$ 0.219 | \$3.58 | \$1,072,645.00 | \$120,480.00 | \$6,024.00 | \$858,591.00 | 7.6% | 9.8 years |
| Palmerston Roadworks | 250 | \$ 1,250 | \$ 0.219 | \$3.55 | \$1,063,646.00 | \$120,480.00 | \$6,024.00 | \$866,196.00 | 7.7% | 9.7 years |
| Total | 1,450 | \$ 7,250 | | | \$5,535,147.00 | \$625,578.00 | \$31,278.90 | \$4,366,526.00 | 7.6% | |