

Transfer/Deed of Land

A

Form 1 - Land Registration Reform Act, 1984

FOR OFFICE USE ONLY

R01028935

CERTIFICATE OF REGISTRATION
 CERTIFICATE OF REGISTRATION
 PEEL (43) BRAMPTON

'93 01 21 10 00

R. C. [Signature]

LAND REGISTRY/REGISTRATION

(1) Registry Land Titles (2) Page 1 of 13 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Consideration ONE HUNDRED AND EIGHTY-NINE THOUSAND, THREE HUNDRED AND THIRTY DOLLARS (\$189,330.00) ~~Balance~~ PER YEAR

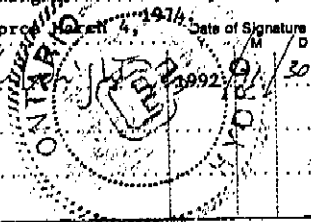
(5) Description This is a: Property Division Property Consolidation

Parts of various lots, parcels, plans and concessions, in the City of Mississauga (formerly Township of Toronto), in the Regional Municipality of Peel and in the City of Etobicoke, in the Municipality of Metropolitan Toronto being more particularly described in Schedule Pages 2, 3, 4, 5 ~~and 6~~ and attached.

(6) This Document Contains (a) New Easement (b) Schedule for: Description Additional Parties Other (7) Interest/Estate Transferred EASEMENT

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is the owner of the land. The name of the transferor has been changed to Ontario Hydro by virtue of The Power Commission Amendment Act, 1973 proclaimed in force on 1973-01-19. Date of Signature

Name(s) Signature(s) H.K. Wright 1993 01 19



(9) Spouse(s) of Transferor(s) I hereby consent to this transaction. Name(s) Signature(s) Date of Signature

(10) Transferor(s) Address for Service 700 University Avenue, Toronto, Ontario M5G 1X6

(11) Transferee(s) THE CONSUMERS GAS COMPANY LTD. APPROVED Per: *A. Erwin* 1993 01 19
 E. H. ERWIN, DIRECTOR, FACILITIES MANAGEMENT
 WE HAVE AUTHORITY TO BIND THE CORPORATION Per: *[Signature]* 1993 01 19
 LAND DEPT. CONSUMERS' GAS, RICHARD [Signature], MANAGER, LAND

(12) Transferee(s) Address for Service P.O. Box 650, Scarborough, Ontario M1K 5E3

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983. Date of Signature

Signature: _____ Date of Signature: _____

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Date of Signature

Name and Address of Solicitor: _____ Signature: _____

(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Date of Signature

Name and Address of Solicitor: _____ Signature: _____

(15) Assessment Roll Number of Property City, Mun., Map, Sub., Par. Multiple

(16) Municipal Address of Property Not Assigned

(17) Document Prepared by: ONTARIO HYDRO, Corporate Real Estate Dept., 700 University Avenue, Toronto, Ontario M5G 1X6, CR :JC, 636.1-507 Miss/Etob 92-QR-2R

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Fees and Tax	
Registration Fee	27.00
Land Transfer Tax	me
Total	27.00

Additional Property Identifiers) and/or Other Information

(5) Description

Those lands and premises located in the City of Mississauga, Regional Municipality of Peel and being composed of:

- FIRSTLY: Part of Lot 5, Registrar's Compiled Plan Number 1542, designated as Part 1 on Plan 43R-19050;
- SECONDLY: Part of Lot 5, Registrar's Compiled Plan Number 1542, designated as Part 1 on Plan 43R-18982;
- THIRDLY: Part of Lot 21, Registrar's Compiled Plan Number 1003, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 on Plan 43R-19051;
 - SUBJECT to an Easement over Parts 2, 3 and 5, Plan 43R-19051, as set out in Instrument Number 103316 TOR TWP;
 - SUBJECT to an Easement over Parts 3, 4, 5 and 6, Plan 43R-19051, as set out in Instrument Number 67329 TOR TWP;
 - SUBJECT to an Easement over Parts 5, 6, 7 and 15, Plan 43R-19051, as set out in Instrument Number 567588;
 - SUBJECT to a Right of Way over Parts 8 and 15, Plan 43R-19051, as set out in Instrument Number 153219VS;
 - SUBJECT to an Easement over Parts 11 and 12, Plan 43R-19051, as set out in Instrument Number 567589;

Those lands and premises located in the City of Mississauga, Regional Municipality of Peel (formerly Township of Toronto, County of Peel), and being composed of:

- FOURTHLY: Part of Lot 19, Registrar's Compiled Plan Number 1003, designated as Part 1 on Plan 43R-18984;
 - SUBJECT TO Rights of Way over Part 1, Plan 43R-18984 as set out in Instrument Number 153219VS;
- FIFTHLY: Part of Lot 30, Registrar's Compiled Plan Number 1003, designated as Parts 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 on Plan 43R-18984;
 - SUBJECT to an Easement over Parts 4 and 6, Plan 43R-18984 as set out in Instrument Number 567587;
 - SUBJECT to an Easement over Parts 8 and 12, Plan 43R-18984 as set out in Instrument Number 688260;
 - SUBJECT to an Easement over Part 10, Plan 43R-18984 as set out in Instrument Number 69706;
- SIXTHLY: Part of Lot 6, Range 4, North of Dundas Street, designated as Part 3 on Plan 43R-19053;
- SEVENTHLY: Part of Lot 7, Range 4, North of Dundas Street, designated as Part 1 on Plan 43R-19054;
 - SUBJECT to a Right of Way over Part 1, Plan 43R-19054 as set out in Instrument Number 160561 TOR TWP;
- EIGHTHLY: Part of Lot 7, Range 5, North of Dundas Street, designated as Part 2 on Plan 43R-19054;
- NINETHLY: Part of Lots 7 and 8, Range 5, North of Dundas Street, designated as Part 3 on Plan 43R-19054;

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Additional Property Identifier(s) and/or Other Information

- TENTHLY: Part of Lot 8, Range 5, North of Dundas Street, designated as Part 1 on Plan 43R-18983;
- ELEVENTHLY: Part of Lots 23 and 22, Concession 2, North of Dundas Street, designated as Part 4 on Plan 43R-18983;
- TWELFTHLY: Part of Lot 16, Concession 2, North of Dundas Street, designated as Part 1 on Plan 43R-19058;
- THIRTEENTHLY: Part of Lot 15, Concession 2, North of Dundas Street, designated as Part 1 on Plan 43R-19059;
- FOURTEENTHLY: Part of Lot 12, Concession 2, North of Dundas Street, designated as Parts 1, 2, 3, 4, 5 and 6 on Plan 43R-19064;
 SUBJECT to a Right of Way over Part 1, Plan 43R-19064 as set out in Instrument Number 55200 TOR TWP;
 SUBJECT to an Easement over Part 2, Plan 43R-19064 as set out in Instrument Number 515252;
 SUBJECT to an Easement over Part 4, Plan 43R-19064 as set out in Instrument Number 668260;
 SUBJECT to Easements over Part 6, Plan 43R-19064 as set out in Instrument Numbers 69706 and 109330 TOR TWP;
- FIFTEENTHLY: Part of Lot 11, Concession 2, North of Dundas Street, designated as Part 8 on Plan 43R-19064;
- SIXTEENTHLY: Part of Parcel 12-5, Section 43 TOR TWP. 2 (N.D.S.) being part of Lot 12, Concession 2, North of Dundas Street, designated as Part 7 on Plan 43R-19064;
 SUBJECT to a Right of Way over Part 7, Plan 43R-19064 as set out in Instrument Number 55200 TOR TWP;
- SEVENTEENTHLY: Part of Lots 9 and 10, Concession 2, North of Dundas Street, designated as Part 1 on Plan 43R-19061;
 SUBJECT to an Easement over Part 1, Plan 43R-19061 as set out in Instrument Number 32432;
 SUBJECT to a Right of Way over Part 1, Plan 43R-19061 as set out in Instrument Number 216520VS;
- EIGHTEENTHLY: Part of Lot 8, Concession 2, North of Dundas Street, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 on Plan 43R-19062;
 SUBJECT to an Easement over Part 2, Plan 43R-19062 as set out in Instrument Number 715970;
 SUBJECT to an Easement over Part 4, Plan 43R-19062 as set out in Instrument Number 668260;
 SUBJECT to an Easement over Part 6, Plan 43R-19062 as set out in Instrument Number 515252;
 SUBJECT to an Easement over Part 8, Plan 43R-19062 as set out in Instrument Number 636344;
 SUBJECT to an Easement over Part 10, Plan 43R-19062 as set out in Instrument Number 72838VS TOR TWP;

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- NINETEENTHLY:** Part of Lots 6, 7 and 8, Concession 2, North of Dundas Street, designated as Part 11 on Plan 43R-19062;
SUBJECT to Rights of Way over Part 11, Plan 43R-19062 as set out in Instrument Numbers 56293 and 57932 TOR TWP;
- TWENTIETHLY:** Part of Lots 4 and 5, Concession 2, North of Dundas Street, designated as Part 1 on Plan 43R-19063;
SUBJECT to Rights of Way over Part 1, Plan 43R-19063 as set out in Instrument Numbers 56443, 469368, 55769 and 179360;
- TWENTY-FIRSTLY:** Part of Lots 3 and 4, Concession 2, North of Dundas Street, designated as Part 2 on Plan 43R-19063;
- TWENTY-SECONDLY:** Part of Lot 3, Concession 2, North of Dundas Street, designated as Part 3 on Plan 43R-19063;
SUBJECT to a Right of Way over Part 3, Plan 43R-19063, as set out in Instrument Number 55629 TOR TWP;
- TWENTY-THIRDLY:** Part of Lot 2, Concession 2, North of Dundas Street, designated as Parts 1 and 2 on Plan 43R-19087;
- TWENTY-FOURTHLY:** Part of Lot 2, Concession 2, North of Dundas Street, designated as Parts 1, 2, 3, 4 and 5 on Plan 43R-19072;
SUBJECT to an Easement over Part 3, Plan 43R-19072 in favour of The Regional Municipality of Peel as set out in Instrument Number 697273;
- TWENTY-FIFTHLY:** Part of Lot 2, Concession 2, North of Dundas Street, designated as Parts 1 and 2 on Plan 43R-19073;
- TWENTY-SIXTHLY:** Part of Lot 2, Concession 2, North of Dundas Street, designated as Part 1 on Plan 43R-19074;
- TWENTY-SEVENTHLY:** Part of Lot 2, Concession 2, North of Dundas Street, designated as Parts 1, 2, 3, 4 and 5 on Plan 43R-19075;
SUBJECT to an Easement over Part 1, Plan 43R-19075 as set out in Instrument Number 348722VS;
SUBJECT to a Right of Way over Part 3, Plan 43R-19075 as set out in Instrument Number 553375;
- TWENTY-EIGHTHLY:** Part of Lot 3, Concession 1, North of Dundas Street, designated as Parts 1, 2, 3, 4 and 5 on Plan 43R-19076;
SUBJECT to an Easement over Part 4, Plan 43R-19076 as in By-Law Number 5129, set out in Instrument Number 179207;
SUBJECT to an Easement over Part 5, Plan 43R-19076 as set out in Instrument Number 84126 QC;
- TWENTY-NINETHLY:** Part of Lot 3, Concession 1, North of Dundas Street, designated as Part 1 on Plan 43R-19077;
SUBJECT to an Easement over Part 1, Plan 43R-19077 as set out in Instrument Number 84126 QC;
- THIRTIETHLY:** Part of Lot 3, Concession 1, North of Dundas Street, designated as Part 1 on Plan 43R-19078;

Additional Property Identifiers and/or Other Information

- THIRTY-FIRSTLY:** Part of Lot 3, Concession 1, North of Dundas Street, designated as Parts 1 and 2 on Plan 43R-19079;
SUBJECT to an Easement over Part 2, Plan 43R-19079 as set out in Instrument Number 179213;
- THIRTY-SECONDLY:** Part of Lot 3, Concession 1, North of Dundas Street, designated as Part 1 on Plan 43R-19080;
- THIRTY-THIRDLY:** Part of Lot 3, Concession 1, North of Dundas Street, designated as Parts 1 and 2 on Plan 43R-19081;
SUBJECT to an Easement over Part 1, Plan 43R-19081 as set out in Instrument Number 167387;
- THIRTY-FOURTHLY:** Part of Lot 3, Concession 1, South of Dundas Street, designated as Parts 1 and 2 on Plan 43R-19088;
SUBJECT to a Right of Way over Part 2, Plan 43R-19088 as set out in Instrument Number 93373VS;
- THIRTY-FIFTHLY:** Part of Lots 37, 38 and 39, Registered Plan 390 designated as Part 3 on Plan 43R-19088;
- THIRTY-SIXTHLY:** Part of Lot 3, Concession 1, South of Dundas Street, designated as Part 5 on Plan 43R-19088;
- THIRTY-SEVENTHLY:** Part of Lot 2, Concession 1, South of Dundas Street, designated as Parts 6, 7, 8, 9 and 10 on Plan 43R-19088;
SUBJECT to an Easement over Part 7, Plan 43R-19088 as set out in Instrument Number 249528VS;
SUBJECT to an Easement over Part 9, Plan 43R-19088 as set out in Instrument Number 167251 TOR TWP;
- Those lands and premises located in the City of Etobicoke, in the Municipality of Metropolitan Toronto and being composed of:
- THIRTY-EIGHTHLY:** Part of Lot 14, Concession 3, Colonel Smith's Tract, designated as Part 3 on Plan 64R-13166.

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(7) INTEREST/ESTATE TRANSFERRED

SUBJECT to the following terms and conditions the rights, licenses, liberties, privileges, and easements hereinafter granted (the Rights") to lay, construct, operate, maintain, inspect, alter, repair, replace, reconstruct and remove

a 36/24-inch gas pipeline

and all works appurtenant thereto (hereinafter called "the Works") in, over, along, across, upon and under those parts of the Transferor's land described in Box 5 (which lands are herein called the Strip). Together with the right to the Transferee, its servants, agents and contractors with all necessary vehicles, supplies and equipment to enter onto and pass and re-pass over the Strip by the Transferor's designated access routes from time to time so as to enable the Transferee to practicably exercise or enjoy the Rights herein granted.

The terms and conditions above mentioned which the Transferee covenants and agrees to observe and be bound by are as follows:

1. This indenture shall be effective from the 1st day of August, 1991.
2. Subject to paragraph 11, the Transferee shall pay to the Transferor for the Rights, an annual rental payable in advance of ONE HUNDRED AND EIGHTY-NINE THOUSAND THREE HUNDRED AND THIRTY - - - (\$189,330.00) - - - DOLLARS for the first five-year period of this indenture, and for each successive five-year period, such annual rental value as may be determined by mutual agreement of the parties hereto at the commencement of each successive five-year period, it being understood and agreed that rental be determined in accordance with the following formula:

2nd Five-Year Period - Ontario Hydro's "Published Interest Rate" of 45% of the median industrial land value or adjacent land value, whichever is the lesser.

Thereafter - Ontario Hydro's "Published Interest Rate" of 40% of the median industrial land value or adjacent land value, whichever is the lesser.

If the parties are unable to agree on the amount of such rental, such rental shall be determined in accordance with the provisions of The Arbitration Act, as amended. If the rental for each successive five-year period is determined after the commencement of the said five-year period either by mutual agreement or by an Arbitration award, any rental then in arrears shall bear compound interest at the rate of the then current monthly published bank prime interest rate charged by the Toronto Head Office Branch of the Bank of Montreal to its most credit-worthy customers with whom any Branch of said Bank does business plus one per cent per annum computed from the following times until the date of payment. For purposes of this paragraph, interest is agreed to become payable as follows:

- (i) in the event the Transferor fails to notify the Transferee of the annual rental the Transferor proposes to charge during any successive five-year period until some time after expiration of the initial five-year term of this indenture or any successive five-year period, as the case may be, due to gross negligence or inordinate delay on its part, then interest computed at the rate aforesaid from the respective notification date until the date of rental payment shall become due and payable monthly on the 1st day of each month ensuing after notification; and
- (ii) in all other instances, the Transferee shall pay interest at the rate aforesaid computed from the commencement date of each successive five-year period in question until the date of payment of the successive annual rental period in question.

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3. The Transferee shall, (except in cases of emergency) before commencing any work authorized by this indenture or intended so to be, give to the Transferor at least forty-eight hours' previous written notice, and in cases of emergency such previous notice as is reasonably possible and during any exercise of its Rights herein granted, the Transferor may have its representative present. The expenses of the Transferor's representatives may be recovered, on request, if in the opinion of the Transferor acting reasonably, the amount of time spent on the site by the Transferor's representatives is considered to be excessive or if additional expense has been incurred by the Transferor as a result of the Transferee's inability to proceed for any reason whatsoever.
4. Transferee in connection with laying, constructing, operating, maintaining, inspecting, altering, repairing, replacing, reconstructing and removing the works or any part(s) thereof shall not interfere in any way whatever with or cause any damage to works of the Transferor now or hereafter constructed in, under, on, across and along the Strip or adjacent Transferor lands, and shall comply with the Design Standards & Technical Specification of the Transferor, Canadian Standards Association Standard C-22.3, the "Safety Rules and Standards Protection Code" of the Transferor, the Occupational Health and Safety Act, R.S.O. 1980, and any amendments thereto and any regulations passed thereunder. Upon completion of the Works or earlier termination of this indenture, the Transferee shall fill in all excavations, restore fences, and restore the surface of the ground by restoring all topsoil and ground cover disturbed by construction, and if necessary, replace destroyed or damaged trees and shrubs, and do all necessary grading to ensure soil and slope stability, and remove all equipment, in a good workmanlike manner to the satisfaction of the Transferor acting reasonably.
5. The Transferee shall maintain the Works in a good and substantial state of repair at all times.
6. The Transferee shall comply with all statutes, by-laws, rules, or regulations of every governmental or other competent authority relating in any manner to the Works or the exercise of any of the Rights and provide the Transferor with satisfactory evidence of such compliance forthwith after written request for such evidence. If any provisions of this indenture are invalid under any applicable statute or rule of law, they are to that extent omitted, but the remainder of this indenture shall continue to be binding upon the Transferor and the Transferee.
7. The locations of the Works shall be indicated by permanent markers of size and design approved by the Transferor, which markers shall be placed and thereafter maintained by the Transferee at the Transferee's own expense to the Transferor's satisfaction in positions concurred to by the Transferor, and the Transferee shall reimburse the Transferor for all costs incurred by the Transferor in the installation of aerial warning devices or in taking other measures to comply with any rules and regulations of any governmental authority which would not have been incurred but for the rights herein granted.
8. If at any time or times any of the Rights should in the opinion of the Transferor directly or indirectly increase the cost or expense of any of the present works of the Transferor or any works as defined in The Power Corporation Act, as amended that are required or considered desirable by the Transferor in the future in respect of the Strip, adjacent Transferor lands or any part(s) or all of them (the "Transferor Works") (including the cost to the Transferor of acquiring any additional lands or easements because of the existence of this easement), the increase in cost or expense reasonably attributable thereto shall be borne as follows:
 - (a) if the increase occurs during the initial five-year period of this indenture, the Transferor shall pay the full cost;
 - (b) if the increase occurs during the second five-year period of this indenture, the cost shall be divided equally between the Transferee and the Transferor;
 - (c) if the increase occurs after the expiration of the initial ten-year period of this indenture, the Transferee shall pay the full cost.

Additional Property Identifier(s) and/or Other Information

9. Save and except for the paragraph 11 proposed secondary uses and subject to the Transferor giving notice in the manner hereinafter provided in this paragraph, the Transferor may enter on and use both the Strip and adjacent Transferor lands or any part(s) thereof for any and all purposes whatever of its undertaking and Transferor Works from time to time, including landscaping and installation of berms; and if, at any time or times in the sole judgement of the Transferor, the presence or use of the Works interferes with the Transferor Works or use or intended use of the Strip and/or adjacent Transferor lands, the Transferor by written notice may require the Transferee to and the Transferee shall relocate the Works or any part(s) thereof to another location or locations in the Strip or in adjacent lands of the Transferor within twelve (12) months from the time of such request, and all the terms and conditions of this indenture shall then apply to the Works in their new location or locations and the cost of such relocation shall be borne as follows:

- (a) if the request is made during the initial five-year period of this indenture, the Transferor shall pay the full cost;
- (b) if the request is made during the second five-year period of this indenture, the Transferor shall pay fifty per cent of the cost of labour and the Transferee shall pay the balance;
- (c) if the request is made after the expiration of the initial ten-year period of this indenture, the Transferee shall pay the full cost;

Provided that in the event it is impracticable to relocate the Works or any part or parts of them as aforesaid, the Transferee shall pay to the Transferor, in accordance with provisions of clause 8 hereof, all increases in cost or expense and all loss incurred by the Transferor caused by or attributable to the Works remaining in their original location. Notwithstanding the foregoing, the Transferor agrees that no work aforesaid shall commence on or in the strip unless 48 hours previous written notice has been given to the Transferee's District Office. Such notice will also be given for any repair, renewal, replacement or removal of the Transferor's Works. In the case of an emergency as determined by the Transferor as much prior notice as is reasonably practicable shall be given by the Transferor to the Transferee prior to commencement of construction, replacement, renewal or installation of any such Work or Works.

10. The Transferee, before making any installations or taking any measures for preventing corrosion of the Works shall give to the Transferor full written details of such proposed installations and measures and obtain the Transferor's written approval of same, insofar as such installations or measures will or are likely to affect the Transferor Works or operations; provided that the Transferor's approval shall not be unreasonably withheld, and the Transferee shall indemnify the Transferor against any loss or expense resulting from or incidental to such installations or measures unless such loss or expense is caused by the Transferor, its servants or agents and, provided further that such approval shall not be construed as waiving any rights the Transferor may have to claim against the Transferee for damage from corrosion suffered by the Transferor as a result of the presence of the Works.

11. The Rights herein shall be subject to all leases, easements, licenses and all other rights of use or occupation existing at the date of this indenture in respect of the Strip or the Transferor's adjacent lands or any part(s) thereof and such leases, easements, licenses or other rights may continue to be enjoyed by the persons entitled and the Transferor may in its sole discretion from time to time renew or extend such leases, easements, licenses and other rights as fully as if this indenture had not been entered into. Subject always to renewals or extensions aforesaid, the Transferor may also from time to time extend the area of these leases, easements, licenses or other surface rights of use or occupation and make new ones of its choosing respecting the Strip and/or the Transferor's adjacent lands or any part(s) thereof to any one (the "proposed secondary user") for any purpose (the "proposed secondary use") after 60 days prior written notice thereof to the Transferee (the "proposed secondary use advance

Additional Property Identifier(s) and/or Other Information

notice period") provided only that the proposed secondary use in the Transferor's and Transferee's judgement, acting reasonably, does not cause physical damage or a material safety risk to any Works of the Transferee in existence at the commencement of the proposed secondary use advance notice period and that the proposed secondary use shall undertake to be governed by all the terms and conditions of the Transferee's standard crossing agreement.

If the Transferee shall fail to co-operate with the Transferor and all proposed secondary user(s) or to provide the Transferor with sufficient written particulars of interference aforesaid on or before expiration of the proposed secondary use advance notice period, the Transferee shall be deemed to have consented to the proposed secondary use and the Transferor shall be entitled to proceed thereafter to complete the proposed secondary use in accordance with its terms. The Transferee shall provide in writing to the Transferor during the proposed secondary use advance notice period all modifications to the design of the proposed secondary use which are necessary to eliminate or are reasonable to provide the most expedient solution to such alleged interference due to operating or safety requirements of the Works, such modifications (including design costs) shall be borne by the proposed secondary user. Where bona fide considerations of cost or engineering simplicity or safety of operation of an existing pipeline necessarily dictate that modifications to any proposed secondary use design will not eliminate the interference alleged or provide an expedient or economical solution to the interference alleged by the Transferee, the Transferor shall be so notified immediately (and in no event later than expiration of the proposed secondary use advance notice period) and, in consideration of the Transferor not proceeding further with the proposed secondary use, the Transferee shall then immediately pay to the Transferor a sum of money (the "secondary use compensation sum") sufficient to reimburse and indemnify the Transferor in full for the loss of all rental revenue and other compensation which would otherwise have been payable by the secondary user arising from or associated with non-completion by the Transferor of the proposed secondary use and all losses, liabilities, damages, claims, suits and actions arising out of the Transferor declining to proceed with such proposed secondary use, provided that the secondary use compensation sum payable by the Transferee in any and all relevant years in respect of any secondary use site (the "site") will not exceed an amount equal to the product obtained by multiplying the then current Ontario Hydro's "Published Interest Rate" by 100% of the fair market value of the entire site, less the amount payable by the Transferee for rent in respect of that portion of the strip included in the site in such year. If the Transferor and Transferee shall be unable to agree within 120 days after notification aforesaid from the Transferee as to the amount of the secondary use compensation sum, then the amount thereof shall be determined by a single arbitrator if the parties can agree on one and, failing such agreement, by a board of arbitration composed of three arbitrators, one to be chosen by each of the parties thereto and the third to be chosen by the arbitrators selected by the parties. The determination of a majority of such arbitrators shall not be final and binding upon the parties hereto unless otherwise agreed. Any arbitration shall be carried out under the provisions of The Arbitration Act as amended, and this clause shall constitute the submission to arbitration.

12. The Transferee shall assume all liability and obligation and indemnify the Transferor for any and all loss, damage or injury to property or persons (including loss of life) which would not have happened but for this indenture and from all liabilities, damages, claims, suits, and actions, arising out of the operations and works of the Transferee or anything done or maintained by the Transferee hereunder or intended so to be, and the Transferee shall at all times indemnify and save harmless the Transferor from and against all such damages, expenses, claims or demands arising therefrom or connected therewith; provided that the Transferee shall not be liable under this paragraph to the extent to which such loss, damage, or injury is caused or contributed to by the neglect or wilful misconduct of the Transferor, its servants or agents.
13. The Transferee shall assume liability for and pay as they become due all taxes, rates, and assessments of every kind whatever, or any amounts in lieu thereof, that may be imposed by reason of the works or by reason of any of the rights herein granted and shall at all times indemnify the Transferor from and against all such taxes, rates, and assessments or amounts in lieu thereof.

Additional Property Identifier(s) and/or Other Information

14. Notwithstanding anything herein contained to the contrary, the Works and all other property of the Transferee at any time on the Strip or permitted on adjacent Transferor's land shall be at the sole risk of the Transferee and the Transferor shall not be liable for any loss or damage thereto however occurring and the Transferee releases the Transferor from all claims and demands in respect of any such loss or damage, except and to the extent to which such loss or damage is caused or contributed to by the neglect or default of the Transferor, its servants or agents.
15. No right, title, or interest in or to the Strip or any part or parts of it or any adjacent land of the Transferor shall be acquired by the Transferee except as is expressly set out in and subject to all the terms and conditions of this indenture.
16. The Transferee shall not transfer, assign, or sublet this indenture or any rights conferred by it without the previous written consent of the Transferor, which consent shall not be unreasonably withheld.
17. Subject to paragraph 11, the Transferee, may with the previous written approval of the Transferor, install additional pipe lines and other work appurtenant thereto from time to time within the Strip without any increase in rental except payment for temporary working rights, and subject, in all other respects, to the terms and conditions herein contained.
18. If the Transferee should at any time fail to carry out any of the terms and conditions herein contained, the Transferor may send by registered mail to the Transferee written notice specifying such failure, and if the failure is not remedied within three months of the notice being mailed, the Transferor may terminate and cancel this indenture in whole or as to any particular part or parts of the Works and all the rights conferred by this indenture on the Transferee in connection therewith.
19. Upon termination of this indenture as herein set out or if at any time the Transferee should abandon the Works, the Transferee shall remove the Works from the Strip at its sole cost and expense within twelve (12) months of their abandonment and restore the Strip to the satisfaction of the Transferor; except that in lieu of removal, the Transferor may permit the Transferee to abandon the Works, provided that in so doing the Transferee complies with all applicable statutes, by-laws, rules, regulations and orders of competent governmental authority relating thereto. The Transferee shall execute such instrument or instruments in confirmation of such termination as the Transferor may reasonably request in writing.
20. This indenture shall run with the Strip and shall enure to the benefit of and be binding upon the Transferor and the Transferee and except as otherwise stipulated herein, their respective successors and assigns.
21. Notwithstanding any rule of law or equity, the pipe (which term shall include all Works of the Transferee brought onto, laid or exerted upon or buried in or under the Strip by the Transferee) shall at all times remain the property of the Transferee, notwithstanding that the same may be annexed or affixed to the freehold and, subject to the provisions of clause 19 hereof, shall at any time and from time to time be removable in whole or in part by the Transferee, its successors and assigns.
22. Subject to compliance with the terms of this indenture, the Transferee shall and may peaceably hold and enjoy the right, licenses, liberties, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Transferor or of any person claiming by, through, under or in trust for, the Transferor.
23. The rights, licenses, liberties, privileges and easements herein granted are declared to be appurtenant to the lands of the Transferee being:

Additional Property Identifier(s) and/or Other Information

FIRSTLY:

In the City of Brampton, in the Regional Municipality of Peel, formerly in the Township of Chinguacousy, in the County of Peel, being composed of Part of Lot 13, Concession 1, West of Hurontario Street, and which said parcel of land containing by admeasurement two hundred and forty-seven one-thousandths of an acre (0.247 ac.) be the same more or less, is more particularly described as follows:

PREMISING the bearing of the North-easterly limit of the road allowance between Concessions 1 and 2, West of Hurontario Street, assumed to be North forty-five degrees zero minutes West (N 45° 00' W) and relating all bearings herein thereto;

COMMENCING at a point where a survey monument has been planted in the North-easterly limit of the road allowance between Concessions 1 and 2, W.H.S., also being the South-westerly limit of Lot 13, distant one hundred and nine and eight one-hundredths feet (109.08') measured North forty-five degrees zero minutes West (N 45° 00' W) thereon from the Southerly angle of Lot 13, Concession 1, W.H.S.;

THENCE North forty-five degrees zero minutes West (N 45° 00' W) along the said North-easterly limit of the road allowance between Concessions 1 and 2, W.H.S., ninety-eight and ninety-two one-hundredths feet (98.92') to a planted survey monument;

THENCE North thirty-seven degrees thirty-four minutes East (N 37° 34' E), one hundred and two and sixty-two hundredths feet (102.62') to a planted survey monument;

THENCE South forty-five degrees zero minutes East (S 45° 00' E) along a line parallel to the South-westerly limit of Lot 13, one hundred and twelve and eighteen one-hundredths feet (112.18') to a planted survey monument;

THENCE South forty-five degrees zero minutes West (S 45° 00' W), one hundred and one and seventy-eight one-hundredths feet more or less (101.78' more or less) to the point of commencement.

As described in Instrument No. 26433.

SECONDLY:

In the City of Mississauga in the Regional Municipality of Peel (formerly in the Town of Oakville, in the County of Halton), and being composed of part of Lot 9, Concession 11, New Survey of the Geographic Township of Trafalgar, the limits of which parcel of land may be more particularly described as follows:

PREMISING that the southwesterly limit of the allowance for road between the Townships of Trafalgar and Toronto has an assumed course of North 45° 00' 00" West in accordance with a plan of survey by H.L. Coons, Ontario Land Surveyor, dated November 17th, 1958, and relating all bearings herein thereto;

COMMENCING at a survey monument found in the Northwesterly limit of the said Lot 9, 350.03 feet measured southwesterly thereon from the most Northerly angle thereof;

THENCE South 41° 41' 00" West continuing along the said Northwesterly limit of Lot 9, 100.17 feet to a survey monument planted;

THENCE South 45° 00' 00" East 326.03 feet to a survey monument planted;

THENCE North 41° 47' 00" East 423.16 feet to a point;

THENCE North 45° 00' 00" West along a line drawn parallel to the said Northeastly limit of Lot 9 and distant 27.00 feet measured Southwesterly therefrom and at right angles thereto 66.10 feet;

THENCE South 41° 47' 00" West 323.09 feet to a survey monument found;

THENCE North 45° 00' 00" West 260.10 feet to the point of commencement.

SUBJECT to a right-of-way at all times for all those entitled thereto over, along and upon the northwesterly 60 feet in perpendicular width of the above described parcel of land.

Additional Property Identifier(s) and/or Other Information

SAVE AND EXCEPT those lands deeded to the Corporation of the City of Mississauga for road widening purposes, designated as Part 4 of Plan 43R-8827.

As described in Instrument No. 95553.

THIRDLY:

In the City of Mississauga, in the Regional Municipality of Peel (formerly in the Town of Oakville, in the County of Halton), being composed of Part of Lot 9, Concession 11, New Survey of the Geographic Township of Trafalgar, and which said parcel of land, containing by admeasurement five hundred and sixty-two one-thousandths of an acre (0.562 ac.) be the same more or less, is more particularly described as follows:

PREMISING the bearing of the North-easterly limit of Lot 9, Concession 11, also being the South-westerly limit of the road allowance between the Townships of Trafalgar and Toronto, assumed to be North forty-five degrees zero minutes West (N 45° 00' W) and relating all bearings herein thereto;

COMMENCING at a point in the North-westerly limit of Lot 9 where a survey monument has been planted, distant two hundred and sixty-three and three one-hundredths feet (263.03') measured south forty-one degrees forty-one minutes West (S 41° 41' W) thereon from the Northerly angle of Lot 9, Concession 11;

THENCE South forty-one degrees, forty-one minutes West (S 41° 41' W) along the North-westerly limit of Lot 9, eighty-seven feet (87.00') to a survey monument planted;

THENCE South forty-five degrees zero minutes East (S 45° 00'E) along a line parallel to the North-easterly limit of Lot 9, two hundred and sixty and ten one-hundredths feet (260.10') to a survey monument planted;

THENCE North forty-one degrees forty-seven minutes East (N 41° 47' E) one hundred and one and fifty-nine one hundredths feet (101.59') to a survey monument planted;

THENCE North forty-eight degrees thirteen minutes West (N 48° 13' W), two hundred and fifty-nine and eighty-nine one hundredths feet more or less (259.89' more or less) to the point of commencement.

SUBJECT to an easement in favour of the Union Gas Company of Canada Limited, over, along and upon the most North-westerly sixty feet (60.00') measured in perpendicular width of the hereinabove described parcel of land.

As described in Instrument No. 95553.

FIRSTLY:

In the City of Toronto, in the Municipality of Metropolitan Toronto, Parcel 222-1, Section A-105, is composed of that part of Lot 14, in the Broken Front Concession of the original Township of York and those parts of Lots 222, 223, 224, 225, 226, 227, 228, 229, 243, 244 and 245, and those parts of Falace Street and Strange Street and all of Lots 230, 231, 232, 233, 234, 235, 236, 237 238, 239, 240, 241, and 242 according to Plan 105 (York) filed in the Registry Office for the Registry Division of Toronto designated as Part 2 on a Plan of Survey of Record in the Office of Land Titles at Toronto as 66R-6273.

SECONDLY:

In the Town of Markham, Regional Municipality of York (formerly the Township of Markham, County of York), in the Province of Ontario, and being composed of Part of Lot 29, Concession III in the said Town, the said lands being designated as Parts 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 on a reference plan deposited in the Registry Office for the Registry Division of Toronto Boroughs and York South (No. 64) as Plan 64R-7031.

FOR OFFICE USE ONLY

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) in City of Miss., Reg. of Real composed of Pt. of Lot 5, RCP#1542, Pt. Lots 19, 21A30, RCP#1003, Pt. Lots 687, Range 4, NDS, Pt. Lots 788, Range 5, NDS, Pt. Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 22&23, Con 2, NDS, Pt. Lot 3, Con 1, NDS,
 BY (print names of all transferees in full) Ontario Hydro Pt. Lot 3, Con 1, S05, Pt. Lots 37, 38&39, RP#390 and City of Etobicoke, Mun. Metro Tor. composed of
 TO (see instruction 1 and print names of all transferees in full) The Consumers' Gas Company Ltd. Pt. Lot 14, Con 3, C.S.T.

I, (see instruction 2 and print name(s) in full) Walter J. Tkach

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following Paragraphs that describe the capacity of the deponent(s)). (see instruction 2)
- (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 (insert name(s) of principal(s)) The Consumers' Gas Company Ltd.

(insert name(s) of principal(s)) X26XXXM, (c) above, (strike out references to inapplicable paragraphs)

(insert name(s) of corporation(s)) _____

(f) I am the President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____ described in paragraph(s) (a), (b), (c) above, (strike out references to inapplicable paragraphs)

(f) I am a transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance

- contains at least one and not more than two single family residences.
- does not contain a single family residence.
- contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) The Consumers' Gas Company Ltd.

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 189,330.00	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ nil	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 189,330.00	\$ 189,330.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 189,330.00	

All blanks must be filled in. Insert "nil" where Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) None, Pipeline easement

6. If the consideration is nominal, is the land subject to any encumbrance? No

7. Other remarks and explanations, if necessary. Exempt from Land Transfer Tax under Ontario Regulation Easement 560-80

Sworn before me at the City of North York
 in the Municipality of Metropolitan Toronto
 this 18th day of January 1993
Anissa Lyne Thiel ANISSA LYNN THIEL, a Commissioner, etc.,
 A Commissioner for taking Affidavits, etc. Province of Ontario, for The Consumers' Gas Company Ltd., and its subsidiaries, associates and affiliates.

Walter J. Tkach
 Signature

Property Information Record

A. Describe nature of instrument. Grant of Easement

B. (i) Address of property being conveyed (if available) N/A

(ii) Assessment Roll No. (if available) N/A

C. Mailing addresses for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) Consumers Gas, 500 Consumers Rd., P.O. Box 650 Scarborough, Ontario M1K 5E3 Attention: Land Dept.

D. (i) Registration number for last conveyance of property being conveyed (if available) N/A

(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known

E. Name(s) and address(es) of each transferee's solicitor
Aird & Berlis, Barristers & Solicitors, BCE Place, Suite 1800, P.O. Box 754, 181 Bay Street, Toronto, Ontario M5J 2T9 (File No. L-20587)

For Land Registry Office Use Only

Registration No. _____

Registration Date _____

Land Registry Office No. _____

School Tax Support (Voluntary Election) See reverse for explanation

(a) Are all individual transferees Roman Catholic? Yes No

(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No

(c) Do all individual transferees have French Language Education Rights? Yes No

(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

NOTE: An individual transferee's name will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).