

THIS NON-EXCLUSIVE LICENSE AGREEMENT dated for reference the 30th day of October, 2015.

1. Licensor: **EPCOR WHITE ROCK WATER INC.**, having an office at 2000, 10423 – 101 Street NW, Edmonton, Alberta T5H 0E8 Fax: 780-412-3416 Email: cmadsen@epcor.com

(the “**Licensor**”)

2. Licensee: **CITY OF WHITE ROCK**, having an office at 15322 Buena Vista Ave, White Rock, British Columbia V4B 1Y6 Fax: 604-541-2118 Email: DBottrill@whiterockcity.ca

(the “**Licensee**”)

3. License Lands: The real property with a civic address of 1454 Oxford Street, White Rock, BC and legally described as PID: 029-076-234 Lot 1 Section 10 Township 1 NWD Plan EPP25563 (the “**License Lands**”).

4. Grant. The Licensor agrees that the Licensee, its employees, contractors and suppliers shall have the non-exclusive right and license to use the License Lands from the date first noted above until March 31, 2016 (the “**Term**”), for the purposes and subject to the terms, covenants, conditions, provisions, agreements and provisos hereinafter set forth.

5. License Fee. The license fee for the rights of the Licensee hereunder is one (\$1.00) dollar.

6. Use. The Licensor and the Licensee agree that except as otherwise expressly provided for in this Agreement the Licensee shall not use the License Lands for any purpose other than:

- (a) as a temporary construction staging area for tools, equipment, machinery and supplies (the “**Construction Items**”); and
- (b) to temporarily park vehicles on the License Lands.

7. Insurance. The Licensee shall obtain and maintain during the Term:

- (a) Comprehensive general liability insurance including non-owned automobile, covering bodily injury and property damage including loss of use thereof, and loss of use of tangible property which has not been physically injured or destroyed. The policy shall also include coverage for:
 - (i) unlicensed and specially licensed vehicles; and
 - (ii) contractual liability covering the Licensee’s liability under this Agreement.

- (b) Motor vehicle liability covering all said Licensee's licensed vehicles (owned and leased) exercising privileges granted under this Agreement.

The minimum limits of liability for (a) and (b) shall be \$5,000,000 inclusive. Such insurance shall be issued by an insurance company acceptable to the Licensor, and shall include an endorsement requiring thirty (30) days notice to the Licensor prior to cancellation. The Licensee shall furnish evidence of the insurance prescribed in sub-paragraphs (a) and (b) above to the Licensor before exercising any privileges granted hereunder.

- (c) The Licensee shall not do or permit to be done any act or thing or fail to do anything or store any goods on the License Lands the doing, failure to do or storage of which may render void or voidable or conflict with the requirements of any policy or policies of insurance in respect of the License Lands.
- (d) It shall be the sole responsibility of the Licensee to obtain any insurance coverage the Licensee may require or which may be desirable in respect of the Licensee's use of the License Lands under this Agreement.
- (e) The Licensee will ensure all of its subcontractors and suppliers also comply with the insurance requirements outlined herein.
- (f) Upon request by the Licensor at any time, within five (5) days of such request, the Licensee will deliver to the Licensor satisfactory evidence of insurance in the form of certificates of insurance executed by an authorized representative of the insurer(s).

8. Entire Agreement. This Agreement (including Schedule A hereto) supersedes and renders void any existing agreement between the parties on the subject matter hereof.

9. Covenants. The parties agree that there shall be incorporated into this Agreement all of the terms, covenants, conditions, provisions, agreements and provisos set out in Schedule A hereto which shall form part hereof.

10. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, sent by facsimile or sent by electronic mail addressed to the address first above written. Any written notice or other communication to be given or made to either the Licensor or the Licensee pursuant to this Agreement shall be sufficiently given if delivered, in the case of the Licensor, to the address first above written, and in the case of the Licensee to the address first above written or to such other address as may be given in writing by the parties and shall be deemed to have been received, if delivered by hand on the date of delivery, if delivered by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile, or if sent by electronic mail, on the Business Day next following the date of transmission with confirmation of receipt required. A party may change its address for service from time to time by notice given in accordance with the foregoing provisions.

11. No Implied Waiver. No term, condition, agreement, covenant or other provision hereof

shall be considered to have been waived by the Licensor unless such waiver is expressed in writing by the Licensor. The waiver by the Licensor of any breach by the Licensee of any term, condition, agreement, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, agreement, covenant, or other provision and the consent or approval of the Licensor to any act by the Licensee requiring the consent or approval of the Licensor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent, same or similar act by the Licensee.

12. Time. Time is hereby expressly made of the essence of this Agreement with respect to the performance by the parties of their respective obligations under this Agreement.

13. Construction.

- (a) The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
- (b) The words "hereof", "herein", "hereunder" and similar expressions used in any clause, paragraph or section of this Agreement shall relate to the whole of this Agreement and not to that clause, paragraph or section only, unless otherwise expressly provided.
- (c) Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context of this Agreement or the parties hereto so require.
- (d) Any reference to a particular "article", "section", "subsection" or other subdivision is to the particular article, section, subsection or other subdivision of this Agreement.
- (e) This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- (f) In the event that any provision of this Agreement or any part thereof is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such remaining provisions shall be enforced to the fullest extent permitted by law.
- (g) All sums of money to be paid or calculated pursuant to this Agreement shall be paid or calculated in currency of Canada unless otherwise expressly stated.
- (h) Unless otherwise stated, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force as such exists as at the commencement of the Term and again at the expiration of the Term, as applicable.

- (i) The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against any of the parties.
- (j) Where a word or phrase is specifically defined herein, other grammatical forms of that word or phrase have corresponding meanings.

14. Entry by Licensor. For certainty the Licensee agrees that no entry onto the License Lands by the Licensor or any person deriving his right to enter onto the License Lands through the Licensor shall be or can be a trespass since this Agreement does not create a lease but shall at most be a breach of contract and then only if such entry unreasonably interferes with the rights granted hereunder and is not expressly or impliedly consented to by the Licensee.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF the parties hereto have hereunder executed this Agreement.

EPCOR WHITE ROCK WATER INC.

Per:



Authorized signatory

Print name: John Elford

Position: Senior Vice President

CITY OF WHITE ROCK

Per:

Mayor

Corporate Officer

SCHEDULE A
TERMS, COVENANTS, CONDITIONS, PROVISIONS,
AGREEMENTS AND PROVISOS

ARTICLE 1
COVENANTS OF THE LICENSEE

The Licensee covenants and agrees with the Licensor:

1.1 To promptly observe and comply, at its expense, with all laws, bylaws, ordinances, regulations, requirements and recommendations, which are applicable to the License Lands or to the Licensee's use of the License Lands, made by any and all federal, provincial, civil, municipal and other authorities. The Licensee will obtain all necessary permits and approvals from the applicable authorities for the Licensee's use of the License Lands.

1.2 To well and sufficiently repair, restore, maintain, and keep the License Lands in good and substantial repair in the same condition as they were in immediately prior to the commencement of use of the License Lands by Tritech Group Ltd., reasonable wear and tear only excepted. The Licensee agrees that immediately prior to the commencement of use of the License Lands by Tritech Group Ltd., the License Lands were bare lands and that upon expiration or termination of this Agreement the Licensee will cause the License Lands to be restored to such condition, including, without limitation, by arranging for the removal of any and all surplus material stored on the License Lands.

1.3 That the Licensor may enter and view the state of repair and maintenance and that the Licensee will repair and maintain according to notice from the Licensor save as aforesaid.

1.4 The Licensee shall, at the expiration or sooner determination of the Term cease any use of the License Lands and forthwith remove all Construction Items and vehicles from the License Lands and complete any repairs or maintenance needed to place the License Lands in a state of good and substantial repair and condition save as aforesaid.

1.5 The Licensee shall not commit or suffer any wilful or voluntary waste, spoilage or destruction of the License Lands or do or suffer to be done thereon anything that may be or become a nuisance and the Licensee shall not do or suffer to be done on the License Lands anything that would materially alter the existing state of the License Lands as at the commencement of this Agreement including for certainty and without limitation, the destruction of any trees now located on the License Lands.

1.6 To provide the Licensor with such details as the Licensor reasonably requests about the proposed installation, modification and operating specifications of the Construction Items and, if reasonably required by the Licensor, to alter the proposed plans to meet the Licensor's reasonable requirements.

1.7 To keep the License Lands free of all liens and claims of lien filed under the *Builders Lien Act* or otherwise in respect of any such work or materials. In the event the Licensee shall fail to discharge any such lien or claim of lien within thirty (30) days of written

notice being given by the Licensor to the Licensee, the Licensor, in addition to any other right or remedy, may, but shall not be obligated to, discharge the claim of lien or lien by paying the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the Licensor shall be reimbursed by the Licensee to the Licensor forthwith upon demand. In no case shall the Licensor be required to investigate the validity of the claim of lien or lien prior to discharging the same in accordance with this section.

1.8 To abate and to rectify any unsafe, unclean or unsanitary condition on the License Lands and not to permit the accumulation of refuse or rubbish on the License Lands.

1.9 That the acts and omissions of any person or persons permitted by the Licensee, to be on or about the License Lands, including for certainty and without limitation any employees, invitees, licensees, and all others visiting, assisting, residing with or otherwise having dealings with the Licensee on the License Lands shall for the purpose of this Agreement be deemed to be the acts or omissions, as the case may be, of the Licensee as if done by the Licensee personally.

ARTICLE 2

INDEMNITY AND RELEASE

2.1 The Licensee will indemnify and hold harmless the Licensor for any losses, costs, claims or damages suffered by the Licensor or to its invitees, licensees, agents, servants or other persons from time to time attending at the License Lands, whether direct or indirect, caused or alleged to be caused by the Licensee, its agents, employees or contractors, except for any losses, costs, claims or damages which results from the negligence or wilful misconduct of the Licensor or to its invitees, licensees, agents, servants or other persons from time to time attending at the License Lands. The Licensor shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Licensee or to its invitees, licensees, agents, servants or other persons from time to time attending at the License Lands while such person or property is in or about the License Lands. This indemnity and release will survive the termination of this Agreement.

ARTICLE 3

HAZARDOUS SUBSTANCES

3.1 In this Agreement:

- (a) "Hazardous Substance" means any substance, material, or thing or combination of substances, materials, or things which could cause an adverse effect on, or which is dangerous or detrimental or potentially dangerous or detrimental to, any part of the natural environment, including, without limitation, a substance, material, or thing included in or containing components included in the definition of "biomedical waste", "contaminant", "dangerous good", "deleterious substance", "hazardous product", "nutrient", "pollutant", "reportable substance", "special waste", "waste", or "toxic substance", or any variation of any such term, in any Environmental Law or which is prohibited, controlled, or regulated under any Environmental Law and, in respect of the foregoing, is found in a material or relevant concentration for the purpose of any Environmental Law;

- (b) “Environmental Laws” means all applicable statutes and regulations which relate, in whole or in part, to the protection of the environment or health or the manufacture, importation, handling, transportation, storage, disposal or treatment of Hazardous Substances including, without limitation, the *Environmental Management Act* (British Columbia), the *Canadian Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Hazardous Products Act* (Canada); and the *Transportation of Dangerous Goods Act, 1992* (Canada); and
- (c) “Releasing” means discharging, spraying, abandonment, depositing, spilling, leaking, seeping, pouring, emission, dumping and placing and “Release” and “Released” shall have corresponding meanings.

3.2 The Licensee agrees the License Lands shall not be used for the storage of inflammable or explosive substances including, without limitation, fuels, solvents and paints or for the storage of Hazardous Substances except such storage as may reasonably be required from time to time in connection with the operations carried out by the Licensee on the License Lands and the uses made thereof by the Licensee in each case in accordance with this Agreement, provided any such storage shall be in accordance with all applicable laws including, without limitation, the Environmental Laws. The Licensor may from time to time inspect the License Lands for purpose of identifying any Hazardous Substances stored on the License Lands and the method or methods of storage.

3.3 The Licensee covenants and agrees with the Licensor that the Licensee shall not do or fail to do, on or in the License Lands, any act or thing, whether wilfully, negligently, through accident or otherwise, so as to, or that has the effect of, Releasing any Hazardous Substance or Hazardous Substances on or from the License Lands, so as to Release, or which has the effect of Releasing, a Hazardous Substance or Hazardous Substances into the soils or the groundwater of the License Lands or neighbouring lands or otherwise howsoever except as reasonably required from time to time for the operations carried on by the Licensee on the License Lands and the uses made thereof by the Licensee in each case in accordance with this Agreement, and provided for certainty that any such Release shall be in accordance with all applicable laws including, without limitation, the Environmental Laws and that, without limitation, all necessary permits shall first have been obtained.

3.4 The Licensee shall, at its own cost and expense, comply with all Environmental Laws from time to time in force including, without limitation, those applicable to the operations carried on by the Licensee on the License Lands and the uses made thereof by the Licensee in each case in accordance with this Agreement.

3.5 If any governmental authority having jurisdiction shall order or require the removal or clean-up of any Hazardous Substance or Hazardous Substances stored on or Released from the License Lands, or Released into or onto the License Lands or neighbouring lands, including without limitation the soils or groundwater of the License Lands or neighbouring lands, by the act or omission of the Licensee, including without limitation any order or requirement for the remediation or treatment of the soils or groundwater of the License Lands or neighbouring lands, whether such order or requirement is made by governmental authority against the Licensor, the Licensee or otherwise, then the Licensee shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out

the work ordered or required in compliance with all relevant laws and shall keep the Licensor fully informed and comply with the Licensor's reasonable requirements regarding such order or requirement or if the Licensor so chooses in its discretion, the Licensor may itself undertake such work ordered or required in compliance with all relevant laws, or any part thereof, at the cost and expense of the Licensee and the Licensee shall reimburse the Licensor for all such costs and expenses on demand.

3.6 The Licensee shall indemnify and save harmless the Licensor from and against all costs (including, without limitation, legal fees on a solicitor and own client basis), expenses, damages, suits, actions, proceedings, fines, orders, penalties, claims, demands, losses and judgments arising from or in any manner related to the storage of any Hazardous Substance or Hazardous Substances on the License Lands and arising from or in any manner related to the Release on or from the License Lands or the Release into or onto the License Lands or neighbouring lands, including without limitation the soils or groundwater of the License Lands or neighbouring lands, of any Hazardous Substance or Hazardous Substances due to the acts or omissions of the Licensee including, without limitation, the cost of remediating or treating the soils of the License Lands and any neighbouring lands or the groundwater of the License Lands and any neighbouring lands to the reasonable satisfaction of the Licensor.

3.7 For certainty it is agreed that the obligations of the Licensee under this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 **LICENSE IS PERSONAL TO LICENSEE**

4.1 The Licensee acknowledges and agrees that except and only to the extent expressly otherwise provided for hereunder his rights hereunder are personal to the Licensee and for certainty can not be assigned or pass by operation of law. No person or entity purporting to have acquired any rights hereunder by virtue of the operation of law or by assignment shall in any manner be entitled to enforce such rights.

ARTICLE 5 **TERMINATION AND SUSPENSION**

5.1 Either party may terminate this Agreement by giving the other twenty (20) days notice.