

Appendix 2E

THE NATURE CONSERVANCY OF CANADA SAMPLE LICENCE AGREEMENT

THIS LICENCE AGREEMENT made in duplicate as of the First day of
February, 1993

BETWEEN: THE NATURE CONSERVANCY OF CANADA
hereinafter called the "Licensor"

OF THE FIRST PART

- and -

hereinafter called the "Licensee"

OF THE SECOND PART

WHEREAS the Licensor is the registered owner of the lands described in
Schedule A hereto (the said "Lands"), whereon the Licensee has constructed a cabin
(the "Cabin") for her personal use and occupation on the location shown on the sketch
attached hereto as Schedule B with the permission of the immediate predecessor in title
to the Licensor;

AND WHEREAS the Licensor is desirous of permitting the Licensee to
continue to locate on the said Lands, use and occupy the Cabin subject to the terms
and conditions herein set forth.

WITNESSETH that in consideration of the license fees, covenants and
agreements hereinafter reserved and contained on the part of the Licensee to be paid,
observed and performed, the Licensor hereby consents to the Cabin continuing to be
located on the said Lands, used and occupied by the Licensee subject to the following
terms and conditions:

1. The License shall be valid for and during the term of three years commencing the first day of February, 1994 and ending on the 31st day of January, 1997, with the Licensee having the option to apply to the Licensor to renew the Licence for a further term of three years which renewal the Licensor shall grant provided the Licensee has not been in breach of any of her covenants and any of the terms and conditions herein set out.
2. The Licensee shall pay to the Licensor as licence fees the sum of \$2.00 per annum, in advance, without any deduction, defalcation or abatement whatsoever, on the first day of February in each year, the first of such payment to be made on the date of the signing of this Indenture.
3. The Licensee covenants with the Licensor;
 - (a) to pay all realty taxes attributable to the Cabin within thirty days of receipt of invoice therefore from the Licensor; and the option of maintaining the existing access route from Lanark County Rd. 2 to the Cabin
 - (b) to maintain the Cabin in a reasonable state of repair;
 - (c) not to cut down timber or do any act which would damage or otherwise detract from the natural value of the said Lands; and
 - (d) not to carry on upon the Cabin any business that may be deemed a nuisance or by which the insurance on the premises will be increased.
4. The Licensee acknowledges that the Licence is personal to the Licensee and is not assignable and is subject to termination by either party giving to the other three months' notice thereof. Any license fee paid by the Licensee to the Licensor in advance shall be apportioned to the date of termination of the License and the balance shall be paid back to the Licensee.
5. The licensee agrees to take out and keep in force during the period of the License a comprehensive general liability insurance naming the Licensor as insured and containing a waiver of any subrogation right. Upon request from the Licensor or upon placement, renewal, amendment or extension of such insurance or any part thereof, the Licensee shall immediately deliver to the Licensor certificated of insurance signed by the insurer evidencing the required insurance. Such insurance shall be in form and content satisfactory to the Licensor acting reasonably.
6. The Licensee shall during the currency of the Licence act as a steward of the said Lands and shall report to the Licensor at least twice a year on the condition of the said Lands and, in particular, on any change in the natural value of the said Lands, and in consideration therefore, the Licensor shall pay to the Licensee the sum of \$80.00 on the 1st day of April in each year, the first of such payment to be made on the 1st day of April, 1994.

7. The Licensors acknowledge that the Cabin belongs to the Licensee and the Licensee acknowledges that:

(a) the Licensors have no responsibility whatsoever to the Licensee in respect of the Cabin or in respect of the Licensee's occupation thereof which shall be entirely at the risk of the Licensee; and

(b) the Licensors have no obligation to repair, replace, operate, maintain, insure or be responsible in any way for them, all of which shall be the Licensee's responsibility, and the Licensee hereby releases, acquits, discharges, indemnifies and saves the Licensors harmless of and from all actions, suits, claims and demands which may arise under the License and of and from any actions of the Licensee, her invitees, licensees and those for whom she is in law responsible in or about the said Lands.

8. Upon expiry or earlier termination of the License, the Cabin shall, at the option of the Licensee, be removed by her at her cost and expense from the said Lands within six months thereof, failing which the Cabin shall immediately become the absolute property of the Licensors.

9. The License shall terminate upon non-performance or non-observance of any of the covenants and agreements on the part of the Licensee to be performed and observed after she has been afforded reasonable opportunity to rectify same.

10. Any notice to be given hereunder shall be in writing and may be served either personally, by fax or registered mail. Any such notice:

(a) in the case of the Licensors shall be served at:
110 Eglinton Avenue West
4th Floor
Toronto, Ontario
M4R 2G5
Attention: Mr. John Grant
Fax No.: (416) 932-3208

(b) in the case of the Licensee shall be served at:

Any party may change the address set out above by appropriate written notice to the other party. In any case, any such written notice shall be deemed to have been served on the date of its delivery or, if mailed, three (3) business days after the mailing thereof.

IN WITNESS WHEREOF the parties hereto have executed this
Indenture.

THE NATURE CONSERVANCY OF CANADA

Per: _____

SIGNED, SEALED AND DELIVERED)
in the presence of:)

_____)
Witness)

_____) 1/s