

THIS AGREEMENT is made the    day of                    2017

BETWEEN:

**The Corporation of the City of London**  
(hereinafter the "City")

and

**ZENON ENVIRONMENTAL CORPORATION**  
dba GE Water & Process Technologies  
(hereinafter "GE Water")

WHEREAS the City owns and operates a water pollution control plant (the "Oxford PCP") located at 1570 Oxford Street West, London, Ontario.

AND WHEREAS GE Water has requested permission to maintain a wastewater treatment testing facility at the Oxford PCP (the "GE-Facility") for the purpose of conducting research and development projects within the Oxford PCP and the City is agreeable to permitting GE Water to operate the GE-Facility as set out herein rent-free, provided GE Water agrees to pay the utility and other costs associated with their operation;

NOW THEREFORE in consideration of the mutual covenants and agreements to be kept and performed on the part of the parties, the City and GE Water covenant and agree as follow:

1. The City hereby grants to GE Water an exclusive licence to occupy a portion of the Oxford PCP as shown on Schedule "A" attached as the site for the GE-Facility for the purposes hereinafter described. Subject to the terms and conditions herein, the City shall:
  - a. Permit GE Water to operate the GE-Facility at the Oxford PCP for a term of (10) years, commencing upon execution of this agreement (the "Term"). GE Water shall have unfettered discretion to cease operating the GE-Facility any time prior to the expiration of the Term if it so chooses, in which case this agreement shall be terminated and all rights and obligations relating thereto shall be as if the said term had expired;
  - b. Invoice GE Water monthly for actual hydro usage in relation to GE-Facility;
  - c. Grant permission for GE Water to access appropriate drainage on City property to dispose of test water, from time to time, as necessary;
  - d. Provide a minimum of 1 year notice to GE Water if the GE-Facility needs to be removed from the Oxford PCP for any reason;
  - e. Grant to GE Water the rights and benefits set out above without requiring rent or other compensation other than that which is specifically set out herein.
  
2. In exercising its rights under the licence hereby granted, GE Water shall:
  - a. Refrain from doing anything which does or is likely to interfere with the City's operation of the Oxford PCP;

- b. Promptly pay for actual hydro usage related to the GE-Facility (invoiced monthly);
  - c. On expiry of this agreement, remove all of the test equipment and associated infrastructure promptly;
  - d. Respond in timely manner to accommodate City requests to inspect the GE-Facility;
  - e. At its own expense, obtain and maintain during the term of this Agreement, and promptly provide evidence of:
    - i. Comprehensive general liability (CGL) on an occurrence basis for an amount not less than Five Million (\$5,000,000) dollars and shall include City as an additional insured with respect to GE Water's operations, acts and omissions relating to its obligations under this Agreement, including without limitation the supply, care, handling, use or disposal of any raw material brought by GE Water onto the Westminster PCP site; such CGL insurance policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
    - ii. Automobile liability insurance for an amount not less than Two Million (\$2,000,000) dollars on forms meeting statutory requirements covering all owned or leased vehicles used in any manner in connection with the performance of the terms of this Agreement.
    - iii. The policies shown above will not be cancelled or permitted to lapse unless the insurer or GE Water notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. London reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.
    - iv. GE Water agrees to provide evidence of continued insurance from insurer(s) licensed to operate in Canada once annually in a form acceptable to the City at each policy renewal date for the duration of the contract.
3. The Parties covenant and agree that the licence hereby granted shall also be subject to the following terms and conditions
- a. GE Water accepts the portion of the Oxford PCP licenced to it in an "as is" condition as of the date of this Agreement and shall not call upon the City to do or pay for any work or supply any equipment to make the Oxford PCP more suitable for the proposed use by GE Water.
  - b. GE Water shall use the portion of the Oxford PCP licenced to it only for the purposes as set out in the agreement;
  - c. GE Water shall maintain the appearance of the portion of the Oxford PCP licenced to it in a neat, clean and well-kept manner and ensure that no rubbish, refuse or objectionable material accumulates in or about the Oxford PCP;

- d. GE Water shall not to bring onto the Oxford PCP site or store at the GE-Facility dangerous materials, including but not limited to flammable or explosive materials;
- e. Except as permitted by this Agreement, GE Water shall make no alteration to the portion of the Oxford PCP licenced to it, including structural changes, and shall not erect any building or structures at the Oxford PCP without the City's prior written permission:
- f. GE Water shall restore the portion of the Oxford PCP licenced to it at its sole expense at the end of the term to the satisfaction of the City, normal wear and tear excepted, and in the event such restoration is not made, the City may do so at the expense of GE Water and recover the expense by any legal means available;
- g. GE Water shall comply with all federal, provincial and municipal laws, rules, regulations and by-laws:
- h. If GE Water defaults in performing any of its obligations under this Agreement, the City may immediately terminate the licence granted under this Agreement. Any waiver by the City of any breach by GE Water of any provisions of this Agreement shall be without prejudice to the exercise by the City of all or any if its rights or remedies in respect of any continuance or repetition of such breach.
- i. Either party may terminate this agreement upon 1 year's written notice for any reason. In the event of termination of this agreement, the City shall have no further obligations to GE Water. Upon expiry or other termination of this Agreement GE Water will no longer be required to pay for hydro or any other charges at GE-Facility, upon GE Water's vacating the GE-Facility and paying to the City any amounts previously invoiced but unpaid in relation to hydro, GE Water shall owe no further obligations to the City hereunder with respect to the GE-Facility.
- j. The City reserves the right to inspect the GE-Facility during regular business hours to ensure compliance with the terms of this Agreement, any Federal or Provincial Legislation, or municipal by-law.
- k. Any notice required to be given to the City or GE Water under this Agreement shall be sufficiently given if delivered or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office.

City's Address:  
City Engineer  
The Corporation of the City of London  
300 Dufferin Avenue  
P.O. Box 5035  
London, ON N6A 4L9

GE Water's Address:  
MABR Process Team Leader

- l. Amendments to the terms of this agreement must approved by both parties in writing.
- m. The GE-Facility together with all associated GE Water infrastructure and equipment, including but not limited to wastewater treatment equipment, piping, pumps, flow meters, valves, gates, building covering structure and all electrical wiring and conduits from main plant are the property of GE Water. GE Water shall have the right to remove all of its equipment and infrastructure at any time, provide such removal does not affect the operation of the Oxford PCP.
- n. Nothing herein contained shall be deemed or construed as creating a relationship of principal and agent, lessor and lessee, a partnership or a joint venture between the parties, nor shall any other action or provision contained herein be deemed to create any relationship between the parties other than an arm's length business transaction. GE Water is an independent contractor.
- o. GE Water shall defend, indemnify and hold harmless the City and its members of council, officers, employees and agents from and against claims, loss, liability, suits and damages for personal injury or damage to property (the "Loss"), including fees caused in whole or in part by the negligent acts, errors or omissions (hereinafter "Wrongful Act") of GE Water or anyone for whose acts it is responsible at law.
- p. In the event that both GE Water and the City have each committed a Wrongful Act which contributes to the aforementioned Loss, then each party shall be responsible for the Loss in the same proportion as that party's contribution to the Loss.
- q. In the event of legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the unsuccessful party shall pay the prevailing party such reasonable amount for fees, costs and expenses, including lawyer's fees, as may be set by the court – or the actual costs incurred by the prevailing party if the dispute does not reach final judgment.
- r. This agreement shall enure to the benefit of and be binding upon the parties, their successors and assigns. This is the entire agreement.

- s. This agreement is governed by and will be construed in accordance with the laws of the Province of Ontario, Canada and each party hereby attorns to the exclusive jurisdiction of the courts of Ontario with respect to any claims or disputes arising under, out of or in connection with this agreement or the subject matter hereof.

IN WITNESS OF WHICH the parties have executed this agreement the day and year first above written.

**THE CORPORATION OF THE CITY OF LONDON**

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Matt Brown, Mayor

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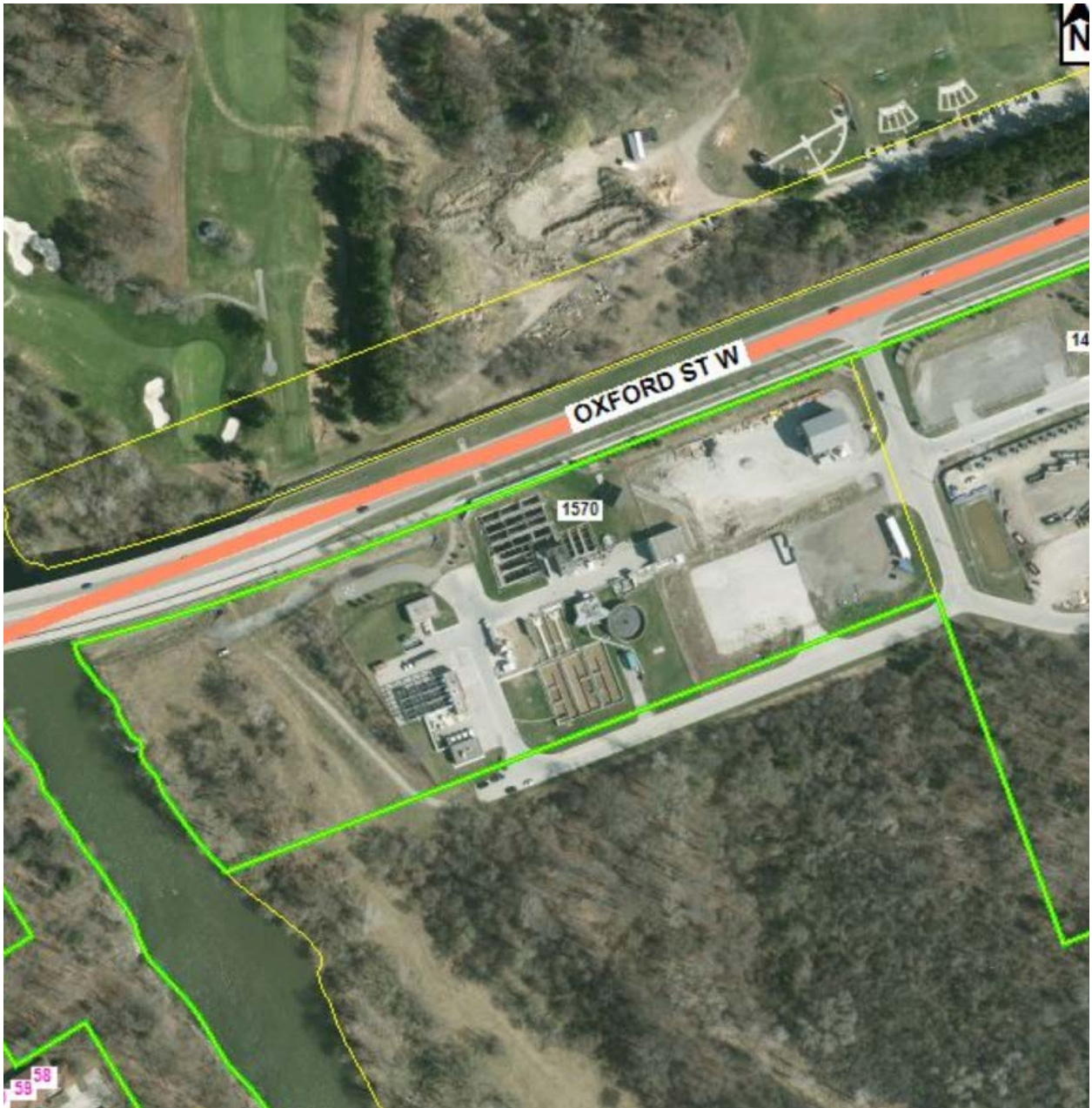
Catharine Saunders, City Clerk

**ZENON ENVIRONMENTAL CORPORATION**  
dba GE Water & Process Technologies

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I have the authority to bind the corporation

Schedule A



**Figure 1: Municipal Address 1570 Oxford Street West, London On.  
Roll Number: 01036000200000  
Con Pt Lot 28  
Reg. 10.40Ac 1131.27 FR D**