Special Doc 2481

Spl

IN THE YEAR ONE THOUSAND NINE HUNDRED AND THIRTY-ONE, on this eighteenth day of the month of November.

Before Me EDOUARD BIRON, the undersigned Notary Public in and for the Province of Quebec, residing in the City of Westmount, and practising in the City of Montreal.

CAME AND APPEARED.-

The Honourable HONORE MERCIER, Advocate, one of His Majesty's Counsel, residing in the City of Quebec, Province of Quebec, herein acting in his quality of Minister of Lands and Forests of said Province and for and in the name of the Government of the said Province.

Hereinafter named the LESSOR,

PARTY OF THE FIRST PART;

A N D

THE SHAWINIGAN WATER AND POWER COMPANY, a corporation duly constituted by the Quebec Government (15th day of January 1898 and amendments), having its head office in the City of Montreal, hereinacting and represented by JULIAN C. SMITH, Esquire, one of its Vice-Presidents, and JAMES WILSON, Esquire, its Secretary, both duly authorized for the purposes hereof by and in virtue of two resolutions of the Board of Directors of said Company, adopted at meetings held at Montreal, on the fourth day of the month of December nineteen hundred and twenty-nine and on the eleventh day of the month of February last (1931) respectively; certified excerpts from said resolutions remaining annexed to the original hereof, duly signed for identification by the parties hereto and the undersigned Notary.

Hereinafter

(3) EMPHYTEUTIC LEASE

(6)

Hereinafter named the LESSEE,

PARTY OF THE SECOND PART.

WHICH, said parties, acting as aforesaid, have declared as follows:-

WHEREAS by deed executed before EDOUARD BIRON, the undersigned Notary, on the twenty-second day of June nineteen hundred and twenty-eight under the No 15036 of his repertory, and registered at LaTuque, County of Champlain, on the twentieth day of August in the same year, under No 789, the LESSOR did lease to the LESSEE by way of Emphyteutic Lease, for a term of seventy-five (75) years computed from the twenty-second day of June nineteen hundred and twenty-eight, the properties and rights therein described as follows:-

"All of the rights of the Province of Que-
"bec in and to all of the water powers that can be
"developed in that stretch of the St-Maurice River,
"extending from its confluence with the Manouane River
"that is to say from the prolongation across the St -
"Maurice River of the dividing line between the Township
"of Lavallee and Dessane, downwards to a line being the
"prolongation across the St-Maurice River of the div-
"iding line between the Townships of Dumoulin and
"Vallières, including such portions of the bed of the
"said River St-Maurice and the Islands situated therein,
"and such riparian and other rights including riparian
"Crown lands and general flooding rights on Crown lands
"on either side of the St-Maurice River, as are or may
"be necessary for the development of such water powers,
"together with similar rights in, on and over such parts
"of any of the tributaries of the said St-Maurice River
"as may be affected by power developments undertaken
"and carried out by the LESSEE hereunder.

"The

"The whole to be more particularly des - "cribed upon mutual agreement after proper surveys have "been carried out by the LESSEE."

WHEREAS by supplementary agreement between the LESSOR and the LESSEE, executed before EDOUARD BIRON, the undersigned Notary, on the twentieth day of August last (1931), under the No 16028 of his repertory, certain amendments were made to the said Emphyteutic Lease and in particular the term thereof was extended to eighty-five (85) years computed from the twenty-second day of the month of June nineteen hundred and twenty-eight (1928);

WHEREAS under clause nine (9) of the said Emphyteutic Lease, as replaced by clause nine (9) of the said supplementary agreement, the LESSEE is required to develop in the first instance one hundred thousand horse-power (100,000 H.P.) at the Rapide Blanc power site by the first day of the month of January nineteen hundred and thirty-three (1933);

WHEREAS clause twelve (12)of the said Emphyteutic Lease requires the LESSEE, on or before the first day of the month of January next, (1932), to submit to the LESSOR a plan or plans prepared by a qualified Land Surveyor showing the Crown Lands and rights demised and leased by the said Emphyteutic Lease, and provides that when such plan or plans have been agreed to by the LESSOR and the LESSEE the Crown lands and rights shown thereon shall be and become part of the said Emphyteutic Lease;

WHEREAS clause thirteen (13) of the said Emphyteutic Lease authorizes the LESSOR to extend the date when the LESSEE shall submit the plans referred to in clause twelve (12) if, upon the completion of the

engineering

engineering surveys which the LESSEE is required to make by clause eight (8) of the said Emphyteutic Lease, more than three concentrations are found feasible of development;

WHEREAS such engineering surveys have been completed by the LESSEE and approved by the LESSOR, and discloses that more than three concentrations are feasible of development;

WHEREAS the LESSEE has submitted to the LESSOR a plan, prepared by PAUL JONCAS, Provincial Land Surveyor, dated on the twelfth day of the month of November instant (1931, and showing all the Crown lands and rights which are necessary for the development of the Rapide Blanc power site except such Crown lands and rights as are or may be required for flooding and other purposes above the dam now in course of construction by the LESSEE at the said power site; a true copy of which plan remains annexed to the original of this deed after having been signed, NE VARIETUR, by the parties hereto with and in the presence of the undersigned Notary,

WHEREAS the LESSEE has requested the LESSOR to exercise the right reserved to him by clause thirteen (13) of the said Emphyteutic Lease and to extend the date when the LESSEE must submit the plans required by clause twelve (12) of the said Emphyteutic Lease in so far as concerned;

— 1o.- The Crown lands and rights which are or may be required for flooding and other purposes above the dam now in course of construction by the LESSEE at the Rapide Blanc power site; and

— 2o.- The development of the remaining power sites which have been found by the engineering surveys above mentioned to be feasible of development;

WHEREAS

WHEREAS the present deed is necessary in order:

1o.- To evidence the agreement by the parties to the plan prepared by PAUL JONCAS, P.L.S. attached to the original of this deed, and to establish that the Crown lands and rights shown on such plan and hereinafter described have become a part of the said Emphyteutic Lease and form a part of the Crown lands and rights demised and leased to the LESSEE by the said Emphyteutic Lease which are required for the development of the Rapide Blanc power site; and

2o.- To evidence the extension granted by the LESSOR to the LESSEE of the date when the LESSEE is required to submit to the LESSOR the remaining plans called for by clause twelve (12) of the said Emphyteutic Lease;

NOW, THEREFORE, it has been agreed and covenanted, by and between the parties hereto:-

FIRST.-

a).- That the Crown lands and rights shown on the plan prepared by PAUL JONCAS, P.L.S., dated the twelfth day of November instant (1931), copy whereof is attached to the original of this deed, as aforesaid, comprise a part of the Crown lands and rights which are necessary for the development of the Rapide Blanc power site, as such development is to be undertaken and carried out by the LESSEE pursuant to plans and specifications which have been approved by the Lieutenant-Governor-in-Council under the Water-Course Act by Order-in-Council No 694 , dated the sixteenth day of April nineteen hundred and thirty;

b).- That such Crown lands and rights are and have become a part of the Crown lands and rights leased by

by the LESSOR to the LESSEE by the said Emphyteutic Lease as amended by the said supplementary agreement,

The said Crown lands and rights, as shown on the said plan , may be more particularly described as follows:-

D E S C R I P T I O N .-

BLOCK A. TOWNSHIP OF ADAMS.-

A certain parcel of land of irregular figure in the Township of Adams, in the County of Champlain, situated partly within the area of the timber limit known as St-Maurice number nine (No 9) West and partly within the area of the timber limit known as St-Maurice number ten (no 10) West and lying along the southwestern shore of the St-Maurice River; bounded towards the northeast by the St-Maurice River, towards the southeast by Creek Croche, towards the southwest partly by the transmission line of the LESSEE in the said Township of Adams and partly by another part of the Township of Adams, towards the northwest by another part of the Township of Adams.

The area of this parcel of land being three hundred and eighteen acres (318 acres) more or less.

This parcel of land can be more particularly described as follows:-

Beginning at the point of intersection of the line dividing the St-Maurice number nine (No 9)West timber limit from the St-Maurice number ten (No 10)West timber limit with the line of high water mark on the Southwestern side of the St-Maurice River; thence following the line of high water mark on the southwestern side of the St-Maurice River downstream towards the southeast to the northwestern high water line of Creek Croche; thence following the northwestern high water line of Creek Croche upstream in a southwesterly direction to its intersection with the northeastern line of the

the right-of-way of THE SHAWINIGAN WATER & POWER COMPANY; thence following the northeastern line of the right-of-way of THE SHAWINIGAN WATER & POWER COMPANY in a direction North one degree, forty-five minutes West (N.1°45'W.) for a distance of one hundred and seven chains and twenty-seven links (107.27); thence following a line running South, eighty-eight degrees, fifteen minutes West (S.88°15'W.) for a distance of one chain and fifty-one links (1.51); thence following a line running North, twenty degrees, thirty-one minutes West (N.20°31'W.) for a distance of thirty-seven chains and ten links (37.10) to a concrete monument; thence following a line running North, sixty-nine degrees, twenty-nine minutes East (N.69°29'E.) for a distance of ten chains and forty-six links (10.46) to its intersection with the line of the high water mark of the western shore of the St-Maurice River; thence following the line of high water mark of the St-Maurice River on its western and southwestern shore downstream to the starting point.

All measures are English and bearings are astronomical.

BLOCK B. TOWNSHIP OF TOUROUVRE.-

A certain parcel of land of irregular figure in the Township of Tourouvre, in the County of Champlain, on the northeastern side of the St-Maurice River, situated partly within the area of the timber limit known as St-Maurice number ten (No 10) East and partly within the area of the timber limit known as St-Maurice number nine (No 9) East, bounded towards the north and the northeast by other parts of the Township of Tourouvre, towards the southeast by the high water line of Creek Bouteille, towards the Southwest by the St-

St-Maurice River.

The area of this parcel of land being two hundred and ninety-six acres and seven-tenths of an acre, (296.7) more or less.

This parcel of land can be more particularly described as follows:

Beginning at the point of intersection of the line of the high water mark of the St-Maurice River, on the northeastern shore with the prolongation across the said River of the northern line of Block "A" in the Township of Adam, hereinabove described; thence following such prolongation in a direction North sixty-nine degrees, twenty-nine minutes East (N.69°29'E.) for a distance of nine chains and ninety-one links (9.91) to a concrete monument marked "Monument R" on the plan hereto annexed; thence following a line running South, sixty-seven degrees, sixteen minutes East (S.67°16'E.) for a distance of seventy-seven chains and ninety-seven links (77.97) to a concrete monument; thence following the same line for a distance of forty-one links (41) to its intersection with the western high water line of Creek Bouteille; thence following this line downstream in a southerly and southwesterly direction to its intersection with the line of high water mark of the St-Maurice River on its northeastern shore; thence following the line of high water mark of the St-Maurice River upstream in a generally northwesterly direction to the starting point.

All measures are English and bearings are astronomical.

BLOCK B. TOWNSHIP OF ADAMS.-

A certain parcel of land of irregular figure in the Township of Adams, in the County of Champlain, situated within the area of the timber limit known

known as St-Maurice number nine (No 9) West, measuring one chain and twenty-one links (1.21) in width and four hundred and seventy-two chains and eighty-six links (472.86) in length, extending from the line dividing the Township of Adams from the Township of Payment in a generally Northeasterly direction to the Southwestern line of the right-of-way of THE SHAWINIGAN WATER & POWER CO.; bounded towards the Northeast by the right-of-way of THE SHAWINIGAN WATER & POWER COMPANY, towards the Southeast and Northwest by other parts of the Township of Adams and towards the Southwest by the line dividing the Township of Payment from the Township of Adams.

The area of this parcel of land being fifty-seven acres (57 acres) more or less.

This parcel of land, which is the site of a road-bed, can be more particularly described by locating the central line of the said parcel the following way:

Beginning at the point of intersection of the Southwest line of the Township of Adams at a distance of eight chains and sixty-four links (8.64) to the Northwest of the "Seven Mile Post" of the said line with the central line of the said parcel of land; thence following a line running North twenty degrees, twenty-six minutes East (N.20°26'E.) for a distance of eleven chains and fifty-one links (11.51) to a point eighteen links (18) West of the central line; thence following a line running North, forty-one degrees, twenty-four minutes East (N.41°24'E.) for a distance of seven chains and thirty-three links (7.33) to a point eighteen links (18) East of the central line; thence following a line running North, thirty-seven degrees, thirty-four minutes East (N. 37°34'E.) for a distance of nine chains and thirty-one links (9.31) to a point

eighteen

eighteen links (18) East of the central line; thence following a line running North four degrees East(N.4°E.) for a distance of five chains and twenty-five links (5.25) to a point eighteen links (18) West of the central line; thence following a line running North,fifty-three degrees, fifty-five minutes East (N.53°55'E.) for a distance of nine chains and ninety-two links (9.92) to a point eighteen links (18) East of the central line; thence following a line running North, thirty-eight degrees, fifty-six minutes East (N.38°56'E.) for a distance of seven chains and eighty-nine links (7.89) to a point eighteen links (18) West of the central line; thence following a line North, thirty degrees, thirty-six minutes East (N.30°36'E.) for a distance of fifteen chains and ninety-four links (15.94) to a point eighteen links (18) East of the central line; thence following a line running North, fifteen degrees, sixteen minutes East (N.15°16'E.) for a distance of seventeen chains and thirty-four links (17.34) to a point eighteen links (18) East of the central line; thence following a line running North, two degrees, fifty-five minutes East (N.2°55'E.) for a distance of ten chains and forty-six links (10.46) to a point eighteen links (18) West of the central line; thence following a line North,sixty-four degrees, thirty-seven minutes East (N.64°37'E.) for a distance of twenty-three chains and thirty-one links (23.31) to a point eighteen links (18) East of the central line; thence following a line running North, thirty-five degrees, fifty-six minutes East (N.35°56'E.) for a distance of seventeen chains and eighty-two links (17.82) to a point eighteen links (18) West of the central line; thence following a line North, sixty-eight degrees, forty-six minutes East (N.68°46'E.) for a distance of sixteen chains and nineteen links (14.19)

to

to a point eighteen links (18) West of the central line; thence following a line running South, seventy-seven degrees, fifty-six minutes East (S.77°56'E.) for a distance of eight chains and three links (8.03) to a point eighteen links (18) East of the central line; thence following a line running North, thirty-five degrees, forty-nine minutes East (N.35°49'E.) for a distance of eight chains and four links (8.04) to a point eighteen links (18) East of the central line; thence following a line North, one degree, fifty-seven minutes East (N.1°57'E.) and nine chains and forty links (9.40) to a point eighteen links (18) East of the central line; thence following a line running North, ten degrees East (N.10°E.) for a distance of twelve chains and seventy-five links (12.75) to a point eighteen links (18) East of the central line; thence following a line running North one degree, twenty-five minutes West (N.1°25'W.) for a distance of thirteen chains and forty links (13.40) to a point eighteen links (18) West of the central line; thence following a line running North, forty degrees and five minutes East (N.40°5'E.) for a distance of fifteeen chains and twenty-nine links (15.29) to a point eighteen links (18) East of the central line; thence following a line running North six degrees, thirty-one minutes East (N.6°31'E.) for a distance of seventeen chains and ninety-nine links (17.99) to a point eighteen links (18) East of the central line; thence following a line running North, thirteen degrees West (N.13°W.) for a distance of thirteen chains and sixteen links (13.16) to a point eighteen links (18) West of the central line; thence following a line running North, twenty-one degrees, fifty minutes East (N.21°50'E.) for a distance of fourteen chains and

sixty-

sixty-two links (14.62) to a point eighteen links (18) East of the central line; thence following a line running North thirty degrees, thirty-one minutes East (N.30°31' E.) for a distance of six chains and forty-three links (6.43) to a point eighteen links (18) East of the central line; thence following a line running North two degrees East (N.2°E.) for a distance of fifteen chains and ninety-eight links (15.98) to a point eighteen links (18) East of the central line; thence following a line running North, nine degrees, forty-four minutes East (N.9°44'E.) for a distance of four chains and fifteen links (4.15) to a point eighteen links (18) West of the central line; thence following a line running North, thirty-seven degrees, fifty-six minutes East (N.37°56'E) for a distance of eight chains and forty-four links (8.44) to a point eighteen links (18) East of the central line; thence following a line running North, forty-four degrees, five minutes East (N.44°5'E.) for a distance of twenty-seven chains and sixty-eight links (27.68) to a point eighteen links (18) East of the central line; thence following a line running North, eleven degrees, eighteen minutes East (N.11°18'E.) for a distance of eleven chains and ninety-two links (11.92) to a point eighteen links (18) West of the central line; thence following a line running North, forty-four degrees, ten minutes East (N.44°10'E.) for a distance of sixteen chains and eight links (16.08) to a point eighteen links (18) East of the central line; thence following a line running North ten degrees forty-six minutes West (N.10° 46'W.) for a distance of twelve chains and twenty-six links (12.26) to a point eighteen links (18) West of the central line; thence following a line North, twenty-nine degrees, forty-six minutes East (N.29°46'E.) for a distance of nine chains and seventy-one links (9.71)

to

to a point eighteen links (18) West of the central line; thence following a line running North, thirty-four degrees, twenty-five minutes East (N.34°25'E.) for a distance of nine chains and twelve links (9.12) to a point eighteen links (18) East of the central line; thence following a line running North, fifteen degrees, twenty minutes East (N.15°20'E.) for a distance of fifteen chains and forty-six links (15.46) to a point eighteen links (18) East of the central line; thence following a line running North, two degrees, fourteen minutes West (N.2°14'W.) for a distance of sixteen chains and fifty-five links (16.55) to a point eighteen links (18) West of the central line; thence following a line running North, forty-seven degrees, thirty minutes East (N.47°30'E.) for a distance of sixteen chains and one link (16.01) to a point eighteen links (18) West of the central line; thence following a line running North, forty-seven degrees, thirty minutes East (N.47°30'E.) for a distance of nine chains and sixty-five links (9.65) to a point eighteen links (18) East of the central line; thence following a line running North, forty-three degrees, two minutes East (N.43°2'E.) for a distance of six chains and twenty-two links (5.22) to a point eighteen links (18) West of the central line; thence following a line running North, seventy-two degrees, thirty-five minutes East (N.72°35'E.) for a distance of six chains and ninety-five links (6.95) to a point eighteen links (18) West of the central line.

Thence following a line running North eighty-seven degrees, twenty-two minutes East (N.87°22'E.) for a distance of seven chains and seventy-five links (7.75) to a point eighteen links (18) West of the central line; thence following a line running South eighty-seven degrees, thirty-nine minutes East (S.87°39'E.) for

for a distance of three chains and twenty-nine links (3.29) to a point eighteen links (18) East of the central line; thence following a line running North sixty-nine degrees, nine minutes East (N.69°9'E.) for a distance of four chains and twenty-six links (4.26) to the point of intersection between the central line and the Southwest line of the right-of-way of THE SHAWINIGAN WATER AND POWER COMPANY.

All measures are English and bearings are astronomical.

BLOCK C. TOWNSHIP OF PAYMENT.-

A certain parcel of land, of irregular figure, in the Township of Payment, County of Champlain, situated within the area of the timber limit known as St-Maurice number nine (No 9) West; measuring one chain and twenty-one links (1.21) in width throughout its whole length and one hundred and thirty-seven chains and twenty-eight links (137.28) in length; and extending from the line dividing the Township of Payment from the Township of Adams, in the said County of Champlain, in a generally Southerly and Southwesterly direction to the Northeastern line of Block B; bounded towards the Northeast by the Township of Adams, towards the Southeast and the Northwest by other parts of the Township of Payment; towards the Southwest by Block B.

The area of this parcel of land being sixteen acres and six-tenths (16.6) more or less.

This parcel of land which is the site of a road-bed can be more particularly described by locating the central line of the said parcel as follows:-

Beginning at the point of intersection of the line dividing the Township of Payment from the Township of Adams, at a distance of eight chains and sixty-four links (8.64) to the Northwest of the "Seven Mile

Mile Post" of the said line with the central line of the said parcel of land; thence following a line running South ,twenty degrees, twenty-six minutes West (S.20°26' W.) for a distance of two chains and eighty-two links (2.82) to a point eighteen links (18) West of the central line; thence following a line running South, thirty-four degrees, twenty-two minutes West (S.34°22'W.) for a distance of three chains and ninety-five links (3.95) to a point eighteen links (18) West of the central line; thence following a line running South, ten degrees,eight minutes West (S.10°8'W.) for a distance of four chains and ninety-one links (4.91) to a point eighteen links (18) East of the central line; thence following a line running South, fifty-seven degrees, twelve minutes West (S.57°12'W.) for a distance of six chains and sixty links (6.60) to a point eighteen links (18) East of the central line; thence following a line running South, forty-eight degrees, one minute West (S.48°1'W.) for a distance of four chains and twenty-six links (4.26) to a point eighteen links (18) West of the central line; thence following a line running South, ten degrees, thirty-two minutes West (S.10°32'W.) for a distance of nineteen chains and eighty links (19.80) to a point eighteen links (18) East of the central line; thence following a line running South,twenty-six degrees West (S.26°W.) for a distance of twelve chains and sixty links (12.60) to a point eighteen links (18) West of the central line; thence following a line running South, seven degrees, fifteen minutes East (S.7°15'E.) for a distance of nine chains and twenty-three links (9.23) to a point eighteen links (18) West of the central line; thence following a line running South, thirty-two degrees, fifty-nine minutes East

(S.32°59'E.)

(S.32°59'E.) for a distance of ten chains and seventy-six links (10.76) to a point eighteen links (18) East of the central line; thence following a line running South, seven degrees, thirty-six minutes West (S.7°36'W.) for a distance of eight chains and nineteen links (8.19) to a point eighteen links (18) West of the central line; thence following a line running South five degrees, twenty-nine minutes East (S.5°29'E.) for a distance of thirteen chains and four links (13.04) to a point sixty-three links (63) East of the central line; thence following a line running South, twenty-seven degrees, eight minutes West (S.27°8'W.) for a distance of eleven chains and forty-seven links (11.47) to a point eighteen links (18) East of the central line; thence following a line running South, eighteen degrees and thirteen minutes West (S.18°13'W.) for a distance of nine chains and seventy-seven links (9.77) to a point eighteen links (18) East of the central line; thence following a line running South, thirty-six degrees , fifty minutes West (S.36°50'W.)for a distance of three chains and eighty-five links (3.85) to a point eighteen links (18) East of the central line; thence following a line running South, twenty-seven degrees, fifty-six minutes West (S.27°56'W.) for a distance of sixteen chains and three links (16.03) to a point thirty-two links (32) West of the central line on the Northeastern line of Block B; thence following that line towards the Southeast for a distance of one chain and thirty-one links (1.31) to a concrete monument.

All measures are English and bearings are astronomical.

BLOCK B. TOWNSHIP OF PAYMENT.-

A certain parcel of land roughly triangular in shape (Block B) in the Township of Payment, in the County

County of Champlain, situated within the area of the timber limit known as St-Maurice number nine (No 9) West, bounded towards the Northeast by other parts of the Township of Payment, towards the Northwest by the high water line of Lac des Prairies, and towards the South by the North line of the right-of-way of the Canadian National Railways.

The area of this parcel of land being eighty acres (80 acres) more or less.

This parcel of land can be more particularly described as follows:-

Starting from a concrete monument which was set in on the North line of the right-of-way of the Canadian National Railways, at a distance of eighteen feet and four-tenths of a foot (18.4') to the West of the "Twenty Mile Post" which marks a distance of twenty miles from Fitzpatrick on the said Railways; and thence following a straight line in a direction North, twenty-three degrees, five minutes West (N.23°5'W.) for a distance of fifty-five chains and seventy-one links (55.71) to a concrete monument; thence following the same line for a distance of one chain and fifty-one links (1.51) to the high water line of Lac des Prairies; thence following the said high water line in a generally Southerly direction to its point of intersection with the Northern line of the right-of-way of the Canadian National Railways; thence following the Northern line of the said right-of-way towards the East to the starting point.

All measures are English and bearings are astronomical.

Together with all the rights of the Province in and to all the water powers in that part of the St-

St-Maurice River fronting on the lots described hereinabove as "Block A" Township of Adams and "Block B" township of Tourouvre, including the bed of the St-Maurice River and the islands situated therein and other rights appertaining thereto in the said part of the St-Maurice River, as shown on the plan hereto annexed.

SECOND.-

That the LESSOR hereby extends the date when the LESSEE shall submit the plans showing the Crown lands and rights which are or may be required for flooding and other purposes above the dam now in course of construction by the LESSEE at the Rapide Blanc power site, to the first day of the month of July nineteen hundred and thirty-three (1933).

THIRD.-

That the LESSOR hereby extends the date when the LESSEE shall submit the plans referred to in clause twelve (12) of the said Emphyteutic Lease, showing the Crown lands and rights required for the developments other than the development of the Rapide Blanc power site as follows:

Within a period of one (1) calendar year after the Lieutenant-Governor-in-Council shall have approved the plans and specifications which the LESSEE shall have submitted for any such development pursuant to the provisions of the Water-Course Act, the LESSEE shall submit to the LESSOR the plans called for by Clause twelve (12) of the said Emphyteutic Lease showing the Crown lands and rights required for such development.

FOURTH.-

That nothing contained in this deed shall be taken to affect or modify in any respect the provisions

provisions of the said Emphyteutic Lease of the twenty-second day of June nineteen hundred and twenty-eight, or of the supplementary agreement of the twentieth day of the month of August last, (1931).

WHEREOF ACT:-

DONE AND PASSED in the said City of Montreal, on the date firstly above mentioned, under the number SIXTEEN THOUSAND ONE HUNDRED AND SEVEN of the original deeds of the undersigned Notary.

And after due reading hereof the parties have signed with and in the presence of the Notary.

(SIGNED) THE SHAWINIGAN WATER & POWER CO.
JULIAN C. SMITH, Vice-President,
JAS. WILSON, Secretary, (L.S.)

(") HONORE MERCIER,

(") EDOUARD BIRON, Notaire.

TRUE COPY of the original hereof, remaining of record in my office.

Edouard Biron Notaire

No 1936 Je certifie que ce document a été enregistré par transcription, au bureau d'enregistrement du Comté de Champlain, Division de La Tuque, le Vingt-troisième jour de Décembre mil neuf cent Trente-deux à Dix heures de l'après-midi, sous le numéro Mille neuf cent trente-six dans le Rég. B. vol III page 422

H Rencles Plante

Registrateur)

EXTRACT FROM MINUTES OF A MEETING OF THE DIRECTORS OF THE SHAWINIGAN WATER AND POWER COMPANY, HELD AT THE OFFICE OF THE COMPANY, 611 POWER BUILDING, MONTREAL, P.Q. ON WEDNESDAY, DECEMBER 4th, 1929 at 12 Noon.

On motion duly made and seconded it was RESOLVED: -

THAT any two of the following Officers of the Company, to wit: the President, any Vice-President, Treasurer or Secretary, be and they are hereby authorized and empowered to sign and execute, or by any document signed by any two of such Officers and sealed with the Company's seal, to authorize any person or persons designated by them to sign and execute for and in the name and on behalf of the Company:

1.- Any and all deeds or documents for the purchase or sale of lands in connection with the Company's business.

2.- Any and all deeds covering servitudes in connection with transmission and/or distribution lines as presently owned and operated by the Company or as may be hereafter acquired or constructed by it:

3.- Any and all leases that may at any time and from time to time be necessary in connection with the Company's business, whether the Company appears at lessor or lessee under any of such leases:

4.- Any and all agreements with respect to the acquisition and/or exercise of tree trimming rights: and for any appurtenances in connection with transmission or distribution lines.

5.- Any and all contracts and agreements for the supply of power and electricity to cities, towns, municipalities

municipalities, companies, firms and individuals.

Certified a true extract.

(SIGNED) JAS. WILSON,
Secretary.

(L.S.)

Montreal, Nov. 13, 1931.

Annexed to the original deed bearing the No 16107 of the repertory of Me EDOUARD BIRON, Notary at Montreal, after having been signed, NE VARIETUR, by the parties to said deed, with and in the presence of the Notary.

At Montreal, on this eighteenth day of the month of November nineteen hundred and thirty-one.

(SIGNED) THE SHAWINIGAN WATER & POWER CO. (L.S.)
JULIAN C. SMITH, Vice-President,
JAS. WILSON, Secretary,

(") HONORE MERCIER,

(") EDOUARD BIRON, Notaire.

TRUE COPY.-

Edouard Biron Notaire

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF THE SHAWINIGAN WATER & POWER COMPANY, HELD IN THE ASSEMBLY ROOM OF THE ROYAL BANK OF CANADA, ST.JAMES STREET WEST, MONTREAL, ON WEDNESDAY, FEBRUARY 11th, 1931, IMMEDIATELY AFTER ANNUAL GENERAL MEETING OF SHAREHOLDERS HELD AT 11 a.m.

———— On motion duly made and seconded the following officers were elected for the ensuing year:-

J.E. Aldred	President
Julian C. Smith, C.E.L.L.D.	Vice-President & Managing Director
Howard Murray, O.B.E.	Vice-President,
W.S. Hart	Vice-President & Treasurer
James Wilson	Secretary.

———— On motion duly made and seconded Mr H.G. Budden was appointed Assistant-Treasurer, Mr J.S.Riddile Assistant -Secretary and Mr.P.S.Gregory Assistant General Manager. ————————————

(L.S.) Certified a true Extract.

(Signed) JAS. WILSON, Secretary.

Montreal,
November 13th, 1931.

———— Annexed to the original deed bearing the No 16107 of the repertory of Me EDOUARD BIRON, Notary at Montreal, after having been signed, NE VARIETUR, by the parties to said deed, with and in the presence of the Notary. ————————————

———— At Montreal, on this eighteenth day of the month of November nineteen hundred and thirty-one. ——

(SIGNED) THE SHAWINIGAN WATER & POWER CO. (L.S.)
JULIAN C. SMITH, Vice-President,
JAS. WILSON, Secretary,
(") HONORE MERCIER,
(") EDOUARD BIRON, Notaire.

TRUE COPY.-

Copy

SUPPLEMENTARY AGREEMENT

between

THE HONORABLE HONORS MERCIER,
Minister of Lands and Forests
of the Province of Quebec,

and

THE SHAWINIGAN WATER AND POWER COMPANY.

RECORD OF

EDOUARD BIRON

OF THE LEGAL FIRM,

Biron & Poirier,

Notaries

Date The 18th November 1931

No. 16107

2nd copy