

THIS **COMMUNITY BENEFITS AGREEMENT** made this 1st day of January, 2024, (the “Effective Date”)

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF GUYSBOROUGH,
a municipal body corporate (hereinafter referred to as the
“Municipality”)

AND:

EVERWIND NS PHASE II, LP, a limited partnership formed
under the laws of the Province of Ontario, by its general partner,
EVERWIND NS PHASE II GP LTD., a corporation existing
under the laws of the Province of Ontario (hereinafter referred to as
“EverWind”)

WHEREAS:

EverWind is considering developing one or more wind farm projects within the Municipality in connection with its green hydrogen and green ammonia project development;

AND WHEREAS:

EverWind acknowledges the strong support it has received from the Municipality, and from the residents and communities located within the Municipality;

AND WHEREAS:

EverWind wishes to enter into this Community Benefits Agreement with the Municipality, in view of this support, to benefit the Municipality and its residents and communities;

AND WHEREAS:

An affiliate of EverWind and the Municipality entered into a Community Benefits Agreement dated July 22, 2022, which they have terminated by mutual agreement as of the date hereof;

Now this agreement witnesses that in consideration of the covenants and conditions set out below, the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed to by the parties, the Municipality and EverWind now agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms used in this Agreement shall have the meaning ascribed to such terms in the recitals above or in this Section 1.1, unless the context of their use requires otherwise:

- (a) “**Agreement**” means this Community Benefits Agreement;
- (b) “**Arbitration**” has the meaning set out in Section 8.2;
- (c) “**Arbitrator**” has the meaning set out in Section 8.2;
- (d) “**Business Day**” means a weekday (Monday to Friday) this is not a “holiday” as defined in the *Interpretation Act* (Nova Scotia);
- (e) “**Chair**” has the meaning set out in Section 6.3;
- (f) “**Commercial Operation Date**” means, in respect of a wind farm, the date on which the Project commences delivering scheduled energy to its off-taker;
- (g) “**Contractor**” means any general contractor or subcontractor entering into a contract with EverWind to undertake work on, and/or provide goods, products, equipment or services for, the development of the Project;
- (h) “**Dispute**” has the meaning set out in Section 8.1;
- (i) “**Dispute Notice**” has the meaning set out in Section 8.2;
- (j) “**Effective Date**” means the date set out on page 1 of this Agreement;
- (k) “**Laws and Regulations**” means any and all applicable laws, statutes, bylaws, rules, regulations, ordinances, codes and orders of any and all governmental authorities (including regulatory bodies) and courts having jurisdiction;
- (l) “**Members**” has the meaning set out in Section 6.2;
- (m) “**Municipal Representatives**” has the meaning set out in Section 6.2(a);
- (n) “**Parties**” means the Municipality and EverWind, and “**Party**” means either of them, as applicable;
- (o) “**Person**” or any word or expression descriptive of a person, includes any

body corporate and politic, association, society, corporation, individual, joint stock company, joint venture, partnership, trust, or unincorporated organization, and their heirs, executors or administrators, or other legal representatives of such person;

- (p) “**Project**” means the development, in the Municipality, of one or more wind farms carried out by EverWind or any Person controlled by EverWind;
- (q) “**Residents**” means all individuals residing in the Municipality; and
- (r) “**Supplier**” means any business entity that supplies goods, products, equipment or services to EverWind or its Contractors for the Project.

2. **EMPLOYMENT OPPORTUNITIES - CONSTRUCTION**

2.1 EverWind shall insert language in its contracts with its Contractors engaged in the construction of the Project or obtain letters of undertaking from its Contractors engaged in the construction of the Project, which will require the Contractors to:

- (a) take reasonable steps to publicize, in the Municipality, employment opportunities in connection with the construction of the Project and give full and fair consideration to Residents who apply for such employment opportunities;
- (b) provide notification of employment opportunities in connection with the construction of the Project to Residents, through advertisements in media active in the Municipality;
- (c) provide for training and hiring programs for Residents in respect of skills required in connection with the construction of the Project; and
- (d) work cooperatively with the Municipality to remove or reduce barriers to employment for Residents by examining all qualifying criteria for jobs identified by the Municipality to ensure that such criteria do not create unwarranted barriers to employment opportunities for Residents in connection with the construction of the Project.

2.2 EverWind shall obtain an undertaking from its Contractors to ensure that all Residents hired by the Contractors in accordance with this section 2, shall have the same pay rate and terms and conditions of employment as the other comparable employees of the Contractors hired for similar positions in respect of the construction of the Project.

2.3 EverWind shall insert the following language in its contracts, purchase orders, request for bids, or other procurement documents with its Suppliers for the construction of the Project:

“[Project entity name] is a company that continually tries to achieve the highest standards of social, ethical, environmental, and business practices in all facets of our work. We believe that our strong commitment to corporate social responsibility will not only help our company to prosper but will also help to bring sustainable social and economic benefits to the communities in which we do business. [Project entity name] seeks out and builds relationships with suppliers who also support and practice corporate social responsibility. [Project entity name] wishes to do business with suppliers whose actions and business principles will contribute to the development of the Municipality of the District of Guysborough (the “Municipality”). To this end [Project entity name] is working collaboratively with the Municipality and is committed to creating development opportunities for the Municipality in connection with the Project. [Project entity name] encourages its suppliers to register and work with the Municipality, and challenges its suppliers to engage employees, suppliers and contractors from the Municipality and to otherwise seek to generate social and economic benefits for the Municipality as a result of their work on the Project.”

- 2.4 Upon start of construction of the Project, and on a quarterly basis during the construction of the Project, EverWind shall inform the Municipality of the names of the material Suppliers and Contractors it has engaged for the construction of the Project, their addresses, and any other information that would help the Municipality to encourage Suppliers to register with the Municipality.

3. EMPLOYMENT OPPORTUNITIES - OPERATIONAL

- 3.1 EverWind agrees to work with the Municipality to publicize, in the Municipality, employment opportunities in connection with the operation of the Project and give full and fair consideration to Residents who apply for such employment opportunities.
- 3.2. EverWind agrees that the Operations and Maintenance facility(ies) for the Windfarm 1, 2, 3 & 4 projects shall be located within the Municipality.
- 3.3 EverWind shall make commercially reasonable efforts to locate training programs for permanent operational Project employees of EverWind at locations in the Municipality.

4. EVERWIND CONTRIBUTIONS WITHIN THE MUNICIPALITY

- 4.1 EverWind will establish through this Agreement, a community fund, with an annual contribution of \$1,000(CAD)/MW of operating installed capacity of wind turbines within MODG. Such contributions in respect of a Project will commence in the year following the Commercial Operation Date of such Project. The community fund will be utilized by EverWind as follows, with allocations adjusted by mutually agreement of the Parties:

4.1.1 approximately 30% will be allocated for proximity payments for civic addresses within one (1) km of the setback requirement of a wind turbine.

4.1.2 approximately 65% will be allocated for community initiatives. By way of example, such community initiatives may include, but may not be limited to, organizations focused on the following:

- Low-income housing
- Hospital Foundations/Auxiliaries
- Non-profit community groups
- Sport & recreation, Arts & Culture
- Schools in MODG

4.1.3 approximately 5% will be allocated for bursaries for graduating high school students residing in MODG who are pursuing technology-focused post-secondary education.

5. BUSINESS AND DEVELOPMENT OPPORTUNITIES

- 5.1 EverWind shall commit to work with the Guysborough Career Resource Centre to assess local labour market training and employment opportunities relevant to the skills required in connection with the Project.
- 5.2 EverWind shall establish a Local Information / Project Office located in the Municipality prior to filing the formal Environmental Assessment document for the Project with the responsible regulatory authorities. This office shall be maintained during construction of the Project.
- 5.3 EverWind agrees that it will use commercially reasonable efforts to hold site progress meetings that are to be held in-person in Eastern Nova Scotia related to the development of the Project, its construction and operations, within the Municipality.
- 5.4 EverWind shall ensure that all notices and advertisements by EverWind related to the Project that are required by any governmental or regulatory body shall be made in media active in the Municipality.

6. MONITORING

- 6.1 The parties shall establish a “Community Benefits Agreement Oversight Committee” (the “Committee”) to:
 - (a) advise EverWind with respect to the implementation of this Agreement;
 - (b) advise EverWind with respect to the disbursement of the community fund

contemplated in Section 4.1 of this Agreement;

- (c) facilitate ongoing dialogue and cooperation between the Municipality and EverWind in respect of this Agreement and the Project; and
- (d) develop such practices, procedures, and policies as are needed to fulfill its mandate.

6.2 The Committee shall be comprised of only the following members (“**Members**”):

- (a) two representatives from the Municipality (collectively, the “**Municipal Representatives**”); and
- (b) two representatives from EverWind.

6.3 One of the Municipal Representatives, as chosen by the Municipality, will chair all meetings (the “**Chair**”).

6.4 The Chair, in consultation with other Members, shall establish the meeting times. Except with the consent of all the Members a minimum of 48 hours of notice will provided for all meetings.

6.5 EverWind agrees to provide to the Municipality, quarterly written reports during the construction phase of the Project, outlining the steps taken to comply with its employment, supplier and training commitments set out in this Agreement.

6.6 Commencing on the Commercial Operation Date, EverWind shall provide annual reports to the Municipality outlining the steps taken to comply with its commitments set out in this Agreement.

7. **NOTICES**

7.1 All notices and other communications under this Agreement shall be sufficiently given if sent by e-mail, courier or registered mail to the following addresses:

To the Municipality:

Chief Administrative Officer of the Municipality of the District of Guysborough
P.O. Box 79
Guysborough, Nova Scotia
BOH 1N0
Phone: (902) 533-3705
e-mail:

To EverWind Fuels Company:

EverWind NS Phase II, LP
1969 Upper Water Street, Suite 2101
Halifax, Nova Scotia
B3J 3Y5
Attention: Matthew Tinari
e-mail: corpdev@everwindfuels.com

Or at such other addresses in Nova Scotia as any Party may, in writing, advise the others.

Any notice or other communication shall be deemed to have been given and received, if delivered or sent by e-mail, courier or registered mail, on the Business Day on which it is received if received prior to 4:00 p.m. (Atlantic Time) and, if received after 4:00 p.m. on such Business Day, shall be deemed to have been received on the next Business Day.

8. DISPUTE RESOLUTION

- 8.1 This Article 8 will apply to any dispute arising out of or relating to this Agreement (a **“Dispute”**)
- 8.2 In the event of a Dispute, within ten (10) days following the delivery of a written request by a Party (a **“Dispute Notice”**), each Party shall nominate a senior officer with authority to irrevocably bind such Party to a resolution of the Dispute. Within ten (10) Business Days after delivery of a Dispute Notice, the senior officers for the Parties shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute in accordance with this Section 8.2 within fifteen (15) Business Days following delivery of the Dispute Notice, the Parties shall submit the Dispute to binding arbitration and shall otherwise conform to the requirements set forth below.
- (a) The Dispute shall be submitted to arbitration by one arbitrator pursuant to the procedure set forth in this Section 8.2 and pursuant to the ADRIIC Arbitration Rules of the ADR Institute of Canada (**“Arbitration”**). If the provisions of this Section 8.2 are inconsistent with the ADRIIC Arbitration Rules, the provisions of this Section 8.2 shall prevail to the extent of such inconsistency.
 - (b) A Party may make a demand for Arbitration by sending a notice in writing to the other Party, setting forth the nature of the Dispute, the amount involved and the name of the arbitrator it proposes to be appointed.
 - (c) Within fifteen (15) Business Days after any demand for Arbitration under Subsection 8.2(b), the Parties shall agree on the designation of the arbitrator and should the Parties fail to do so, the arbitrator shall be appointed by a

judge of competent jurisdiction upon motion of any Party (the “Arbitrator”).

- (d) Arbitration hearings shall be held in the Municipality or as otherwise agreed by the Parties, and shall commence no later than thirty (30) days after the appointment of the Arbitrator. The decision of the Arbitrator shall be made not later than sixty (60) days after the Arbitrator’s appointment. The decision of the Arbitrator shall be final, without appeal, and be binding on the Parties.
- (e) Unless otherwise provided by the Arbitrator in his or her award, each Party shall bear the costs and expenses of all lawyers, consultants, advisors, witnesses and employees retained by it in any Arbitration, and the expenses and fees of the Arbitrator shall be paid equally by the Parties.

8.3 Notwithstanding the existence of a Dispute, and until the Arbitrator renders a decision, each Party shall be obligated to fulfill its obligations and continue its performance in accordance with the terms hereof. No Party shall make any public statements with respect to any Dispute hereunder without the prior consent of the other Party unless compelled to do so in connection with the Arbitration, or by applicable Laws and Regulations or the rules of any stock exchange applicable to it.

9. GENERAL PROVISIONS

- 9.1 The Parties covenant and agree that, notwithstanding any other provisions of this Agreement to the contrary, they shall each, in performing their obligations under this Agreement, comply with all applicable Laws and Regulations.
- 9.2 This Agreement may not be modified or amended except by an instrument in writing of equal formality as this Agreement executed by the Parties or by their successors or assigns.
- 9.3 All obligations under this Agreement, which by their nature require fulfillment or performance following the expiry or earlier termination of this Agreement, shall survive such expiry or earlier termination.
- 9.4 Nothing in this Agreement shall derogate from the obligations of EverWind under any other agreement(s) with the Municipality or prejudice or affect the Municipality’s powers, duties or obligations in the exercise of their functions pursuant to the *Municipal Government Act*, as amended from time to time and the rights, powers, duties and obligations of the Municipality under all public and private statutes, bylaws, orders and regulations which may be, if the Municipality so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered.
- 9.5 This Agreement and the rights and duties of the Parties hereunder shall be interpreted,

performed, and enforced in accordance with the laws of the Province of Nova Scotia, without regard to the principles of conflicts of law and, Subject to Article 8, any suit, action or proceeding relating to or arising out of this Agreement shall be brought solely in the courts of the Province of Nova Scotia.

- 9.6 No Party shall assign its interest under this Agreement without the prior written consent of the other parties, which shall not be unreasonably withheld, delayed or conditioned.
- 9.7 The Parties acknowledge that this Agreement shall extend to, be binding upon, and enure to the benefit of the Parties and their successors and permitted assigns.
- 9.8 The Parties agree that nothing in this Agreement shall serve to create any agency, employment or other master and servant relationship, partnership or joint venture relationship, or fiduciary relationship amongst the Municipality and EverWind and accordingly, none of the Parties is or will be deemed to be, partners, appointees, employees or agents of any other Party. No Party shall represent to anyone that:
- (a) it has any authority to bind the other Party to this Agreement in any way;
or
 - (b) it is an agent of the other Party to this Agreement.
- 9.9 No failure by a Party to enforce any right under this Agreement at any time or times shall operate as a waiver of such Party's rights in respect of any continuing or subsequent breach of this Agreement or so as to defeat or affect in any way the rights of such Party in respect of a continuing or subsequent breach by the other Party and no waiver shall be inferred from or implied by anything done or omitted by such Party unless expressed clearly as a waiver in writing of such a right.
- 9.10 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then such provision shall be deleted from this Agreement and the remaining provisions shall continue in full force and effect. The Parties shall in good faith negotiate a mutually acceptable and enforceable substitute for the invalid, illegal, or unenforceable provision, which substitute shall be as consistent as possible with the original intent of the Parties.
- 9.11 Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate wherever the context or the parties so require.
- 9.12 This is the entire Agreement among the Parties in respect of the subject matter hereof. No prior statement or correspondence shall modify or affect the terms and conditions hereof. Prior representations, promises, warranties or statements by a Party, or by any agent or employee of a Party, that differ in any way from the terms and conditions hereof shall be given no effect.

9.13 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument.

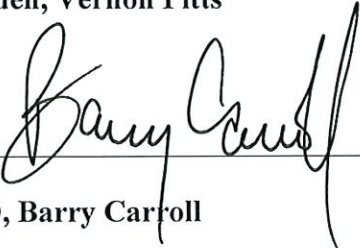
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IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date:

MUNICIPALITY OF THE DISTRICT OF GUYSBOROUGH, by its authorized signatories:

per:  _____

Warden, Vernon Pitts

per:  _____

CAO, Barry Carroll

EVERWIND NS PHASE II, LP, by its authorized signatories:

per:  _____

CEO, Trent Vichie

per:  _____

CFO, Matthew Tinari

