

Schedule "B"

BY-LAW 2025-146

THIS PROJECT SUPPORT AGREEMENT (the "**Agreement**") made as of the
14 day of October, 2025 (the "Effective Date")

BETWEEN:

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

hereinafter referred to as "**SAULT STE. MARIE**"

AND

SOO RELIABILITY PROJECT II LP

hereinafter referred to as "**Aypa**"

WHEREAS Sault Ste. Marie is a municipal corporation governed by Municipal Council and managed by municipal administration;

AND WHEREAS AYPa is a renewable energy developer that proposes to develop a new potential battery storage project, being the Soo Reliability Project (the "**Project**"), to be located in part on Sault Ste. Marie's lands and to be submitted, at AYPa's sole discretion, as a proposal in response to the IESO's Long-Term 2 Capacity Services (Window 1) Request for Proposals ("**LT2(c-1) RFP**") (as it may be further amended, restated, modified or supplemented, the "**LT2(c) RFP**");

AND WHEREAS AYPa, in accordance with the requirements of the LT2(c) RFP, has requested that Municipal Council evidences its support of the Project and of the Project's submission into the LT2(c) RFP through the passage of a Support Resolution (defined below) and the entering into of this Agreement, and, upon entering into, at AYPa's sole discretion, of an LT2(c-1) Contract for this Project, wishes to provide Sault Ste. Marie community benefits for the purpose of ensuring that the development of the Project will positively impact the citizens of Sault Ste. Marie;

AND WHEREAS Sault Ste. Marie is prepared to provide the requested Support Resolution (defined below) and enter into this Agreement;

AND WHEREAS AYPa and Sault Ste. Marie wish to enter into this Agreement to reflect the terms of their respective rights and obligations in relation to the community

benefits and the Support Resolution (defined below) as further outlined in this Agreement;

NOW WITNESSETH that in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. All capitalized terms not defined herein shall have the meaning ascribed to them in the LT2(c) RFP.
2. AYP A agrees to provide the following community benefits to Sault Ste. Marie:
 - a. **Host Municipal Fund:** Starting on the first anniversary of the Commercial Operation Date of the Project under the LT2(c-1) Contract, and every calendar year anniversary thereafter during the term of LT2(c-1) Contract, which term shall not exceed twenty (20) years, AYP A will make a host municipal contribution to Sault Ste. Marie in cash in an aggregate amount equal to three-thousand dollars (\$3,000) per MW, up to 190 MW, of Contract Capacity installed within the geographic boundaries of Sault Ste. Marie. The host municipal contribution is solely for the benefit of the Sault Ste. Marie community, to be allocated and distributed at the sole discretion of Municipal Council, to recognize both formal and informal support provided by Sault Ste. Marie for the Project.
 - b. **Road Use Agreement:** AYP A will, or will cause the owner(s) of the Project, use commercially reasonable efforts to negotiate a Road Use Agreement (a "RUA") with Sault Ste. Marie with respect to the Project which ensures that it is accountable to Sault Ste. Marie in its use of public road allowances.
 - c. **Community and First Nations Engagement Plan:** AYP A will provide to Sault Ste. Marie a community and First Nations engagement plan in a timely manner following the execution, which execution shall be at AYP A's sole discretion, of the LT2(c-1) Contract, but in no event later than 30 days after the execution of the LT2(c-1) Contract.
3. Sault Ste. Marie, through the elected Municipal Council, agrees to formalize prior to November 30, 2025, provided it is not earlier than the LT2(c-1) RFP effective date, which shall be confirmed by AYP A to Sault Ste. Marie in writing as soon as reasonably possible once this LT2(c-1) RFP effective date is known, its consent to adopt a council resolution(s) in support of the Project in the form of a Municipal Resolution in Support of Proposal Submission dated no earlier than the LT2(c) RFP as required by the LT2(c) RFP and appended in draft form hereto at Schedule "A" (the "**Support Resolution**"). AYP A shall provide Sault Ste. Marie with (i) the final form of Support Resolution by e-mail as soon as


reasonably possible once the final form of Support Resolution is available, and (ii) the name of the Proponent and any Project information necessary to include in the Support Resolution by e-mail as soon as reasonably possible. The final form of Support Resolution shall supersede and replace the draft form Support Resolution appended at Schedule "A". In addition, Sault Ste. Marie shall take reasonable further acts and assurances to ensure the validity of the Support Resolution, as well as any other reasonable actions to demonstrate support for the Project as required by the LT2(c) RFP rules.

4. The waiver of any provision hereof or the failure of any party hereto to enforce any right hereunder shall apply to that provision or right only and shall not be deemed to effect the validity of the remainder hereof. No departure from or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver and the parties shall not be obligated to continue any departure or waiver or to permit any subsequent departure or waiver.
5. This Agreement shall be constructed with all changes in number and gender as may be required by the context.
6. All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants. The parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
9. No party may assign its interest in this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, AYPa may assign its rights and obligations under this Agreement, without the prior written consent of Sault Ste. Marie, to an affiliate or the Proponent, provided that such assignee assumes all the obligations of AYPa under this Agreement.

10. This Agreement shall endure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly appointed signing officers.

) The Corporation of the City
) of Sault Ste. Marie
)
) _____
) Name:
) Title:
)
)
) _____
) Name:
) Title: Clerk
) I/We have authority to bind the Corporation.
)

) Soo Reliability Project II LP
)
) 
) [Moe Hajabed \(Sep 30, 2025 12:21:15 EDT\)](#)
) Name: Moe Hajabed
) Title: Authorized Signatory
) I/We have authority to bind the Corporation.











Project Support Agreement SSM - Soo Reliability Project II

Final Audit Report

2025-09-30

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"Project Support Agreement SSM - Soo Reliability Project II" History

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