



CONFIDENTIAL

RECEIPT SERVICE CONTRACT – D_R

(the “Contract – Dr”)

BETWEEN ÉNERGIR, L.P., acting through its general partner Énergir Inc.
with its head office at 1717 Du Havre, Montréal, Québec, H2K 2X3

(“Énergir”)

AND WM QUÉBEC INC. with offices at 117 Wentworth Court, Brampton, Ontario L6T 5L4

(“Client”)

Énergir and the Client are individually referred to as “Party” and jointly as “Parties.”

WHEREAS the Client intends to build and operate refining facilities (the “Facilities”) on the site located at 2535, 1^{ère} Rue, Sainte-Sophie, Québec, J5J 2R7, on lot #2 759 843 of the Cadastre of Québec, registry division of Terrebonne (the “Site”);

WHEREAS the Client requires from Énergir the receipt service Dr described in this Contract – Dr as well as Énergir’s Conditions of Service and Tariff in order to inject renewable natural gas (“RNG”) it produces into Énergir’s network;

WHEREAS, in order to receive RNG produced by the Client, Énergir must build a receiving station and a pipeline to connect the receiving station to the existing gas network;

IN CONSEQUENCE WHEREOF, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND APPENDICES

1.1. Definitions

Client: has the meaning given on the first page;

Conditions and Tariff: The Conditions of Service and Tariff approved by the Régie de l’énergie and in force, available at https://www.energir.com/~media/Files/Affaires/Tarif/conditionsservicetarif_an.pdf?la=en;

Contract – Dr has the meaning given on the first page;

Delivery Point means the physical or geographical location where the natural gas is delivered within the territory on Énergir’s gas system or outside the territory (ex-territory) at a point specified at the time of the commitment to the nominated volume, which includes but without limitation the current delivery points identified in the Description of the Receiving Assets (Appendix C);

Facilities has the meaning given in the preamble;

Indemnity has the meaning given in section 5.2;

Metering Device means a meter within the meaning of the *Electricity and Gas Inspection Act* (RSC 1985, c E-4), which must be compliant with it;

Net Book Value : Book Value is the value of the total investment to acquire, construct and develop the Receiving Assets, namely all costs incurred to bring the Receiving Assets to the location and condition necessary for the intended use (e.g., costs of materials, professional services, contractors, internal and external labour, corporate overhead, financial costs), less amortization expense, in accordance with generally accepted accounting principles (US GAAP or IFRS);

Notice has the meaning given in section 11.4 of the General conditions (Appendix A);

Rate refers to the receipt rate set by Énergir using the methodology approved by the Régie de l'énergie and is the sum of the price at Receipt Point and the price at Delivery Point;

Receipt Point means the physical location where the Client's Facilities connect to Énergir's Receiving Assets for delivering RNG to the gas network;

Receiving Assets means the lines, infrastructure, buildings and equipment required to receive and inject the Client's RNG into Énergir's gas network, which are further described in Appendix C;

RNG has the meaning given in the preamble;

Service Start Date is the date when the delivery of the RNG to the Receipt Point by the Client Facilities begins in the normal course, after the period of tests has been completed by each Party.

1.2. List of appendices

- Appendix A – General conditions
- Appendix B – Pressure, composition and calorific value criteria
- Appendix C – Description of Receiving Assets
- Appendix D – Schedule and responsibility matrix
- Appendix E – Nomination form
- Appendix F – Form of Parent Company Guarantee
- Appendix G – Insurance Requirements

1.3. The preamble and appendices are an integral part of the Contract – Dr.

1.4. In the event of a conflict between the provisions of this Contract – Dr and those of the General conditions (Appendix A), the provisions of the General conditions shall prevail.

2. RENEWABLE NATURAL GAS RECEIPT SERVICE

2.1. The delivery of renewable natural gas by the Client to Énergir will be done in accordance with this Contract – Dr and the Conditions of Service and Tariff.

2.2. The Rate will be set when Énergir can identify the final costs of the Receiving Assets, that is, the actual costs incurred by Énergir to construct the Receiving Assets.

2.3. The Client agrees to subscribe to Énergir's receipt service and Rate according to the following parameters:

Receipt Point	Maximum Contractual Capacity (MCC) (m ³ /day)	Scheduled Service Start Date (YYYY/MM/DD)
See Exhibit C-2, point C	280 000	2025/01/01

3. CONSTRUCTION OF RECEIVING ASSETS

3.1. The Parties agree that on the signing date of this Contract – Dr, the cost of the Receiving Assets and the Scheduled Service Start Date referred to in the table in section 2.3 are estimated based on the assumptions made in Appendix C.

3.2. Énergir will make best efforts to follow the schedule and minimize costs in completing the Receiving Assets, but notwithstanding the foregoing, the Client acknowledges and agrees that the cost of the Receiving Assets and the schedule may vary due to constraints such as obtaining permits and authorizations, the supply of equipment and materials from third parties, the availability of labour, changes or unforeseen circumstances, decisions or requirements of the Client, Énergir or third parties, and that compliance with the projected budget and schedule cannot be guaranteed. The Parties agree that in the event of material change to the costs or schedule estimated in Appendix C, Énergir will provide reasonable and demonstrable explanations on the change and the Parties will collaborate, as necessary, to revise the budget and/or schedule for the completion of the Receiving Assets.

4. CONTRACT TERM

This Contract – Dr takes effect on the date of its signature by the Parties and ends when the Client ceases to pay the Rate or if this Contract – Dr is terminated by the Client in accordance with article 5.1 or by Énergir in accordance with article 6 of this Contract – Dr or article 7.1 of the General conditions (Appendix A). Notwithstanding the foregoing, termination of the Contract shall not terminate the Client's obligation to pay the Indemnity (as defined in Section 5.2).

5. RESILIATION MODALITIES

5.1. The Client may terminate the Contract – Dr by sending Énergir a prior written Notice of at least ninety (90) days. Upon receipt of such a Notice, Énergir undertakes not to incur unnecessary costs other than the reasonable costs that are required to secure the premises and put an end to the work. If the Client terminates its project for the construction of the Facilities, but no Notice is provided to Énergir, then the Client shall be deemed to have terminated this Contract – Dr.

5.2. In the following cases of termination of the Contract – Dr: i) termination by the Client in accordance with article 5.1 of the Contract - Dr, or ii) termination by Énergir in accordance with article 6 of the Contract – Dr or article 7.1 of the General conditions (Appendix A), the Client must pay Énergir an indemnity established depending on when the termination occurs, as provided below (these indemnities are hereinafter collectively referred to as the “**Indemnity**”):

5.2.1. If the termination occurs before the Service Start Date, the Indemnity will be equivalent to the sum of the demonstrable costs actually incurred by Énergir or which Énergir is obligated to pay and that cannot be reasonably avoided, mitigated, or cancelled, for the work relating to the Receiving Assets and supported by documentary proof, provided the work or portions thereof are in progress or have been completed.

5.2.2. If the termination occurs after the Service Start Date, the Indemnity will be equivalent to the Net Book Value of the Receiving Assets at the time of termination.

The amount of any financial contribution, including any “investment”, already paid by the Client, if applicable, will be deducted from any Indemnity owed by the Client to Énergir under the terms of paragraphs 5.2.1 and 5.2.2.

5.3. The Indemnity shall be invoiced to the Client by Énergir and must be paid by the Client on the due date indicated therein, in accordance with the Conditions and Tariff. The due date on any invoice shall be thirty (30) days from the date the invoice is issued. Any invoice unpaid by the Client on the due date may give rise to collection procedures provided for in the Conditions and Tariff.

5.4. Énergir hereby specifically renounces to the provisions of Section 2126 of the Civil Code of Québec.

6. CONDITIONS

The construction of the Receiving Assets is conditional on Énergir obtaining:

- 1) a final decision from the Régie de l'énergie authorizing the investment application required for their construction;
- 2) all the permits and authorizations required for the construction of the Receiving Assets (such as but not limited to the ministerial authorization from the *Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs*, publication of a decree from the government of Québec authorizing the project, construction permit from the municipalities of Mirabel and Sainte-Sophie, the authorisation from the *Commission de la protection du territoire agricole, Fisheries and Oceans Canada, Ministère des transports et de la mobilité durable*, *Exo (rail crossing)*) and the Canadian Energy Regulator; and
- 3) a parent company guarantee in the form set out in Appendix F duly and validly executed by and binding on Waste Management, Inc. (the “Guarantor”) delivered to Énergir within the next twenty (20) days following the execution of this Contract - Dr.

In the event that one of the above listed conditions is not met, Énergir may terminate the Contract – Dr

and, as applicable, the Client shall reimburse Énergir for the demonstrable costs actually incurred by Énergir and supported by documentary proof up to the termination date for the work relating to the Receiving Assets, provided the work or portions thereof are in progress or have been completed.

IN WITNESS WHEREOF, the Parties have entered into this Contract – Dr, as attested by the signatures of their representatives duly authorized for the purposes hereof.



ÉNERGIR, L.P.
per its general partner Énergir Inc.

Signature: RLT
Name: Renault Lortie
Title: Vice-president, Customers & Gas Supply
Date: 04/20/2023

926-00255

Signature: Dgr
Name: Denise Dériger
Title: Corporate Secretary
Date: 04/20/2023

WM QUÉBEC INC.

Signature: 
Name: 
Title: President
Date: 04/21/2023

APPENDIX A – GENERAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

The uppercase terms used but not defined in this Contract - Dr have the meaning assigned to them in the Conditions and Tariff. In the event of any inconsistency between this Contract – Dr and the Conditions and Tariff, the latter will prevail.

2. GAS QUALITY, PRESSURE, COMPOSITION

The RNG delivered to Énergir at the Receipt Point shall meet the pressure, composition and calorific value criteria set out in Appendix B (the "Accepted Specifications"). If the injected RNG does not comply with the pressure, composition and calorific value criteria, Énergir may suspend receipt of the nonconforming RNG without notice and the Client shall reimburse Énergir for all costs incurred by the nonconformity of the RNG to the Accepted Specifications.

3. CONSTRUCTION AND OPERATION OF RECEIVING ASSETS

3.1. Énergir undertakes to build, maintain and operate the Receiving Assets described in Appendix C for the duration of this Contract – Dr in accordance with:

- a) applicable laws and regulations, the Conditions and Tariff, and applicable permits and authorizations; and
- b) relevant standards, *règles de l'art*, specifications, guidelines and criteria from the designers, manufacturers and distributors of Receiving Assets and generally accepted practices, methods, means, techniques, contingency plans and actions commonly used by service companies for the operation, administration and maintenance of a natural gas distribution system and that are in compliance with best practices, sound business practises and rigorous standards of safety and environmental protection.

3.2. The Parties agree to collaborate and make every effort to complete the construction of the Receiving Assets in accordance with the Preliminary Schedule set forth in Appendix D. As Énergir's work progresses, the Parties shall revise the preliminary schedule as necessary to take into account any issues encountered, including for any Force Majeure Event. For the avoidance of doubt, neither Party shall be held liable for any additional delays caused by a Force Majeure Event.

3.3. In order to regulate access to the Receiving Assets on the Site, a servitude shall be granted by the Client to Énergir without financial compensation. A servitude option shall be concluded between the Parties prior to the commencement of the construction of the Receiving Assets. The Client expressly waives the right of accession with regard to the Receiving Assets built on the Site.

4. RECEIPT SERVICE

4.1. The Client agrees to pay Énergir, as of the Service Start Date and for the duration of the service thereafter, the Receipt Rate, as set and modified from time to time by the Régie de l'énergie.

4.2. If the Client wishes to reimburse a portion or the totality of the "investment" portion of the Rate, it may do so before the Service Start Date, or on September 30th of each subsequent year, provided that it submits a written request to Énergir before January 1 of the same year.

4.3. Énergir remains the owner of the Receiving Assets at all times, even when the Client has repaid the entire "investment" portion of the Rate.

- 4.4. The Client agrees to nominate the injected volumes on a daily basis using the nomination form in Appendix E.
- 4.5. The quantity of RNG that Énergir receives will be calculated using a Metering Device belonging to Énergir and installed at the Receipt Point. Énergir shall ensure that its Metering Device has been certified and respects the requirements of the *Electricity and Gas Inspection Act* (RSC, 1985, c. E-4).
- 4.6. If there is a difference between the readings on the Client's meter and Énergir's Metering Device, the reading on Énergir's Metering Device must prevail, subject to the *Electricity and Gas Inspection Act* (RSC, 1985, c. E-4).
- 4.7. Énergir shall provide the Client a monthly report on the quantities of gas received, based on the Metering Device readings, within four (4) business days following the end of each calendar month.

5. LIABILITY

Each Party and its assigns (the "**First Party**") shall indemnify and hold harmless the other Party (the "**Second Party**"), its directors, officers, employees, successors and assigns from and against any and all damage caused to the Second Party where such damage arises from the fault or negligence of the First Party, its assigns, or persons or property in its or its assigns' custody or control. Neither Party shall be responsible for any losses, damages, costs or expenses, whether arising directly or indirectly, related to loss of profits, loss of business, loss of revenues or loss of goodwill or incidental, indirect, exemplary, special or consequential losses, damages, costs or expenses. The limitations, exclusions and disclaimers of liability set forth herein shall apply irrespective of the cause or nature of action, and therefore apply, but are not limited to, breach of contract, tort or extra-contractual liability (including negligence), and restitution claims.

6. FORCE MAJEURE

Neither Party is liable to the other for damage or losses sustained because Énergir is unable to receive the RNG in whole or in part, or because the network is unable to receive the natural gas in whole or in part, or because the Client is unable to deliver the RNG in whole or in part, on account of a Force Majeure event. For the purposes of this clause, a "**Force Majeure Event**" means any event whose cause is unforeseeable, irresistible and beyond the control of the affected Party and which is not caused by the fault or negligence of the affected Party, including in the event of a strike, lockout or other industrial disturbance, an act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, flood, washout, public disturbance, explosion, fire, act of terrorism, inability to obtain materials, supplies, permits or labour, or failure of a third party supplier to deliver such materials, supplies, permits or labour, breakage of or failures or accidents to equipment or lines, or unanticipated power outages. For clarity, the COVID-19 pandemic or any variant thereof as it stands on the date of execution of the Contract – Dr shall not be considered a Force Majeure Event.

In all cases where either Party invokes force majeure, it must promptly send a written Notice to the other Party explaining the nature of the Force Majeure Event. If the Client invokes force majeure, it may choose to suspend payment of the Rate for the duration of the force majeure, it being understood, however, that such suspension will have the effect of extending the period during which the Client will be required to make an "investment" component of the Rate by a period equal to the duration of the Force Majeure Event. In all cases where Énergir invokes force majeure, the fixed portion of the Rate is, for billing purposes, reduced for the duration of said force majeure, in proportion to the RNG volume Énergir is unable to receive from the Client due to the Force Majeure Event.

7. DEFAULTS, RECOURSE AND DISPUTE RESOLUTION

- 7.1. Client default

The Client shall be deemed to be in "Default" if it fails to perform its payment obligation, in accordance with article 9.2 of the Conditions and Tariff. In such event, Énergir may initiate the collection procedures set forth in section 9 of the Conditions and Tariff. Any reminder or final notice sent to the Client by Énergir in application of its collection procedures shall allow the Client to correct the Default within a period of at least twenty (20) days. If the Default is not corrected Énergir may undertake the interruption of receipt service as described in article 9.4.3. of the Conditions and Tariff, and terminate the Contract – Dr.

7.2. Énergir default

Énergir shall be deemed to be in "Default" if it fails to perform its obligation to receive the Client's RNG after the Service Start Date and such failure does not result from a Force Majeure Event. If the Client is of the opinion that Énergir is in default of providing the receipt service, the Client shall provide a written notice to Énergir to correct the default within fifteen (15) days of receipt of such notice. If Énergir fails to restore service within this period, the Client may claim direct damages arising from Énergir's default, subject to the Client's obligation to mitigate its damages.

Additionally, should the Client disagree with Énergir's application of this Contract – Dr or of the Conditions and Tariff, it may make a complaint to Énergir pursuant to the complaint review procedure established by Énergir and approved by the Régie de l'énergie pursuant to Decision D-98-25, file R-3392-97, May 13, 1998, Appendix M. Énergir shall provide a decision in respect of any and all such complaints in writing. If the Client disagrees with the decision rendered by Énergir on its complaint, it may then ask the Régie de l'énergie to examine it, in accordance with the provisions in Chapter 7 of the *Act respecting the Régie de l'énergie*. (RSQ, c R-6.01), articles 86 to 101.

7.3. Dispute settlement

The Parties agree to use their best efforts and in good faith to seek an amicable solution to any dispute relating to the interpretation and performance of the Contract – Dr. In the event of a dispute, the Parties shall make best efforts to try to settle it amicably; the Parties agree to disclose all the facts, provide all information and provide all the relevant documents that may facilitate such negotiations, all without prejudice to their rights, in a complete and timely manner.

8. INSURANCE

8.1. During the construction phase of the Facilities (by the Client) and the Receiving Assets (by Énergir), the Parties shall be insured as described in Appendix G-1 enclosed.

8.2. During the operational phase of the Facilities and the Receiving Assets, the Parties shall be insured as described in Appendix G-2 enclosed.

9. DEPOSIT

Not applicable.

10. LIABILITY UNDER THE LAW, REGULATIONS AND OTHER DECISIONS

This Contract – Dr is subject to the Conditions and Tariff, as established and amended from time to time by the Régie de l'énergie. The Contract – Dr is automatically amended by any law, order, judgment or decision made by any legislative or regulatory body, or any competent authority having an impact on the provisions of this Contract – Dr, including, but without limiting the generality of the foregoing, any law, order, judgment, decision or decree concerning the Conditions and Tariff, taxes or measurement standards.

11. GENERAL PROVISIONS

- 11.1. Except as otherwise specifically provided, and excluding 1) [REDACTED]
[REDACTED] which survive expiration pursuant to Section 4.7 of the LOI; the Contract – Dr replaces and revokes all previous writings, as well as all offers, proposals, negotiations, representations and communications between the Parties, be they oral or written, and constitutes the entire agreement between the parties to this effect. It may only be amended in a written document signed by both Parties. Any failure by a Party to perform an obligation under another agreement between the Parties shall not be deemed to be a default under the Contract – Dr or grounds for termination of the Contract – Dr.
- 11.2. The failure by a Party to require the other Party to execute any of its obligations under this Contract – Dr, to terminate this Contract – Dr or to exercise rights or recourses available to it, does not prejudice its right to do so in the future, unless it expressly renounces this right in writing. Such a waiver applies only to the case specifically noted.
- 11.3. The Contract – Dr binds and benefits the Parties' successors and assigns. However, no assignment releases the assignor from the obligations to which it is bound under this Contract – Dr, including the obligation of the Client's successors and assigns to pay the Rate.
- 11.4. Regular communications between the Parties may be transmitted electronically, by email or fax, to the attention of the representatives designated below. However, any formal notice that is required or permitted to be given in writing under this Contract – Dr (a "Notice") shall be deemed to be given by either Party to the other Party on the next business day following the mailing of such Notice to such other Party by registered mail, postage prepaid, to the address set forth below, or to such other address as such Party may from time to time give to the other Party:

For the Client	For Énergir
To the attention of: [REDACTED] Email: [REDACTED] Address: 800 Capitol Street, Suite 3000 Houston, TX, 77002 Telephone: [REDACTED] With a copy to : [REDACTED]	To the attention of: François Crépeau Email: francois.crepeau@energir.com Address: 1717 Du Havre Street Montréal (Québec) H2K 2X3 Telephone: 514-598-4893 With a copy to : legal@energir.com

- 11.5. On request, the Parties agree to sign any document or ensure it is signed, and submit any required or useful instrument or ensure it is submitted, to give full effect to the letter and spirit of this Contract – Dr.
- 11.6. When the context requires, use of the singular also includes the plural and vice versa.
- 11.7. This Contract – Dr is governed by the applicable laws of Québec.

APPENDIX B – PRESSURE, COMPOSITION AND CALORIFIC VALUE CRITERIA

Continuously monitored parameters

Parameter	Unit	Requirements
Temperature	°C	≤40 metal
Pressure	kPa	7420
Gross heating value	MJ/m ³	≥ 36
Relative density		≤ 0.583
Wobbe index	MJ/m ³	≥ 47.23
Yellow tipping index		≥ 0.86
Weaver index		≤ 0.05
Hydrocarbon dew point	°C	≤ -10
Carbon dioxide (CO ₂)	% vol	≤ 2
Oxygen (O ₂)	% vol	≤ 0.4
Hydrogen sulphide (H ₂ S)	mg/m ³	≤ 7
Total sulfur (S)	mg/m ³	≤ 115
Water (H ₂ O)	mg/m ³	≤ 35
Diluent gases (CO ₂ + N ₂ + O ₂)	% vol	≤ 4
Hydrogen (H ₂)	% vol	≤ 0.1

Reference: 15°C and 101.325 kPa

Parameters monitored by periodic sampling

Parameter	Unit	Requirements
Volatile organic compounds (VOC) included in VOC calculation, as set forth in the TC Energy Meter Station Quality Control Plan	ppm vol	≤ 3.7
Siloxanes (L2, D3, D4, D5, D6)	ppm vol	≤ 1
Mercury, Hg	µg/m ³	≤ 0.05
Copper, Cu	µg/m ³	≤ 30
Arsenic, As	µg/m ³	≤ 30
Chlorine, Cl (TO-15)	mg/m ³	≤ 10
Fluorine, F (TO-15)	mg/m ³	≤ 1
Ammonia, NH ₃	mg/m ³	≤ 3
Bacteria	microns	filtered to less than 0.3 microns

Reference: 15°C and 101.325 kPa

The parameters above are subject to revision of the technical specifications for such RNG as set out in the Bureau de Normalisation du Québec.

APPENDIX C – DESCRIPTION OF THE RECEIVING ASSETS

Exhibit C-1 is a description for the cost schedule scenarios associated with the Receiving Assets. These scenarios are estimations and do not represent the exact Rate to be paid by the Client. The Receiving Assets include 1) the construction of a tie-in between the existing TQM line and new transmission line; 2) the construction of a new transmission line; 3) the construction of an injection station. The assets are described in Exhibit C-2 – Ste-Sophie RNG interconnection diagram.

1- Tie-in to TQM

- a. Construction of a tie-in by TQM's construction team between the new transmission line and the existent TQM line east of Highway 15.
- b. TQM has provided a cost estimate class 5 (+/-50%) to Énergir for this work in the amount of [REDACTED]. Charges would be invoiced by TQM if the project is cancelled in reason of missing regulatory approvals or a withdrawal of the request for a tie-in before it is in service.
- c. This cost estimate received by TQM is not included in the estimation provided by Énergir below since these costs would not be part of the investment portion of the Rate.

2- Transmission line between the injection station and TQM's gas network

- a. The new steel line will be diameter 168,3mm on approximately 9,7km.
- b. Construction is planned for summer/fall conditions, no winter work included.
- c. The construction of the transmission line is subject to the environmental impact assessment and review procedure and must be authorized in advance by the Quebec government (in accordance with the *Regulation respecting the environmental impact assessment and review of certain projects* and the *Environment Quality Act*).
- d. Easements are required with approximately 37 private landowners.
- e. Energir will do any reasonable efforts to have a mutual agreement with all landowners for easements. However, there is an existing risk of not being able to come to a mutual agreement. Cost estimate and schedule do not include to proceed by expropriation for easements acquisition. This procedure application will have to be agreed between the Client and Énergir.
- f. The project includes two road crossings (one by directional drilling under a road owned by Ministry of Transportation of Quebec and another by open cut trench under a municipal road owned by the city of Mirabel), one railway crossing by directional drilling and seven water streams by open cut. There are also three water streams parallel to the new line.
- g. No cost is planned for acquisition of easements or temporary workspace areas on the Client's property.
- h. No cost is included for temporary site installations and laydown planned on the Client's property next to Montée Lafrance.
- i. Piggings station layout and routing of the new line on the Client's property as per preliminary plans **Exhibit C-3 - ND221306-P-R0** and **Exhibit C-4 - EIE_028_COMP_PROJET_20221108.É**
- j. A blowdown station is planned on the Client's property and will be located during detailed engineering, no cost for easement included.
- k. A thermogenerator is planned for power supply at tie with TQM, no electrical supply connected to Hydro-Quebec network is included.
- l. Construction of northwest and west berm on the Client's site is required to be done by the Client with a minimal width of 33m and adequate bearing capacity for line construction work [REDACTED]

3- Injection station

- a. Injection station is located on the Client property as per preliminary layout set forth as **Exhibit C-3 – ND221306-P-R0**.
- b. No gas return is included in the injection station's process for noncompliant gas.
- c. No cost included for future tie-in of anaerobic digester plant, all additional requirements will be taken care of by the Client.
- d. Power supply, compressed air and optic fiber are supplied at no cost by Client to Energir injection station.
- e. No generator is planned due to compressed air supplied by Client.

4- Authorization and permits

- a. Permit applications for the construction of the transmission line will be done by Energir. As of November 15, 2022, the following permits and authorizations are required:
 - i. Environmental impact assessment and review procedure as per the Environment Quality Act and its regulation and the authorization by the government of Québec (decree).
 - ii. Authorization from the *Commission de la protection du territoire agricole* (CPTAQ).
 - iii. Certificate of authorization from the *Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs* (MELCCFP).
 - iv. Permits from the *Ministère des transports et de la mobilité durable* (MTQ).
 - v. Investment request approved by the Régie de l'Énergie
 - vi. Permit from Exo (railway crossing).
 - vii. Municipal permits from Mirabel and Ste-Sophie.
 - viii. Project near water review by Fisheries and Oceans Canada.
- b. Decree publication by the government and CPTAQ final decision(s) are planned at the latest for February 2024. Any delay could imply additional costs and/or schedule revision.
- c. Environmental and archeologic surveys will be completed in spring and summer 2023. The estimate is based on the hypothesis that the Ministry of environment will accept the additional environmental surveys. No delay or cost contingency are estimated following results of the archeological digs. Any discoveries could lead to additional costs or delays.

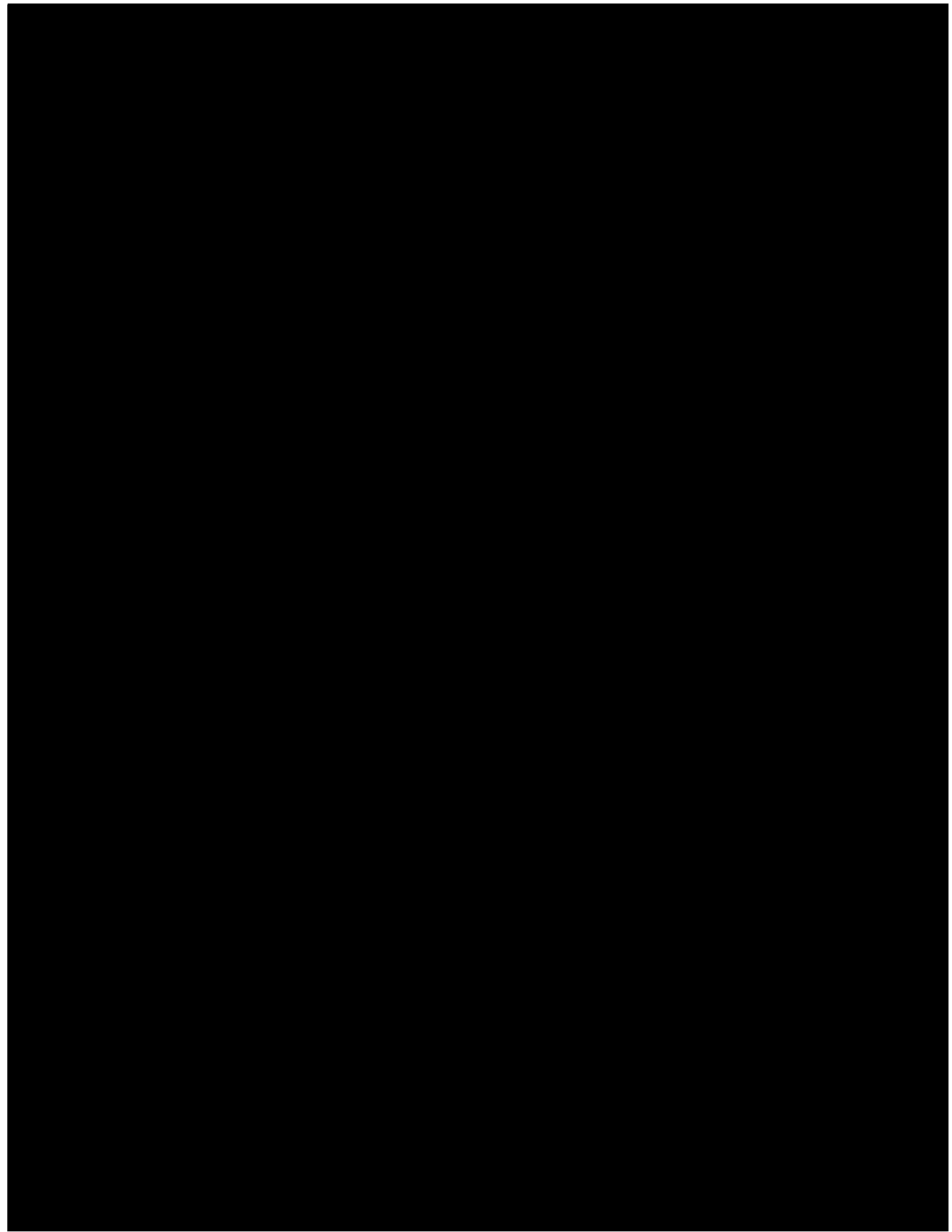
5- General hypothesis :

- a. Construction work on site will be done by Énergir's general contractor.
- b. The mobilization at the construction site (beginning of the work) is planned on June 3rd 2024 and the work shall be executed in only one phase from June 3rd 2024 to December 20th 2024.
- c. Contaminated soils that could be encountered during the construction are estimated based on the environmental studies received.
- d. Presence of rock along the gas line route is estimated based on the geotechnical studies received.
- e. These costs do not include any work or costs related to conventional gas distribution network required by the Client new installations. They will be included in a separate project.
- f. Class 3 costs included escalation based on **Appendix D – Preliminary Schedule**. A delay in the preliminary schedule might affect the costs. These costs will be updated accordingly.

Based on the above, if all hypotheses remain unchanged, the cost estimate for the construction of the Receiving Assets is [REDACTED] including [REDACTED] of contingency and [REDACTED] of financial costs.

Exhibit C-1 Cost schedule scenarios

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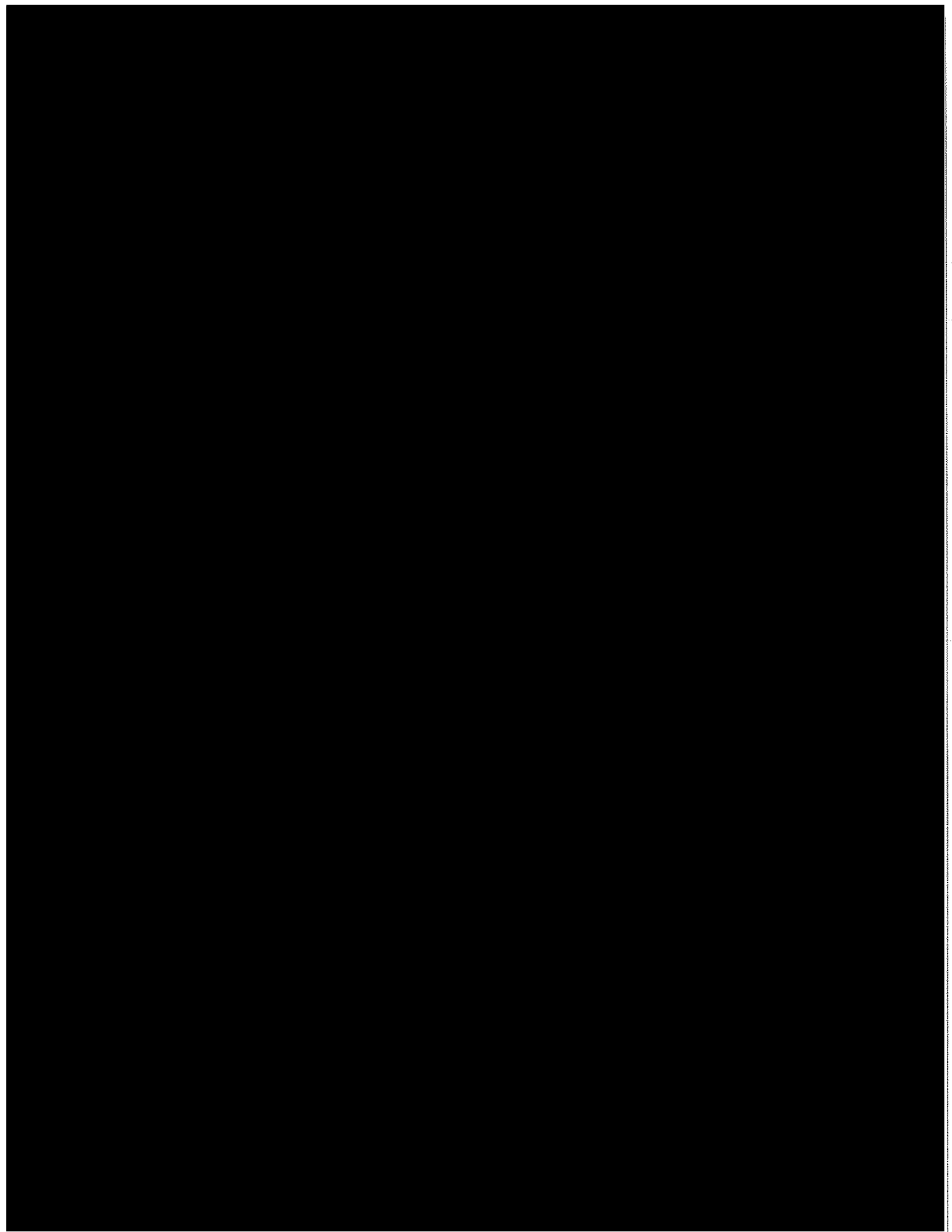


Exhibit C-2 –Ste-Sophie RNG interconnection diagram



Ste-Sophie RNG interconnection diagram

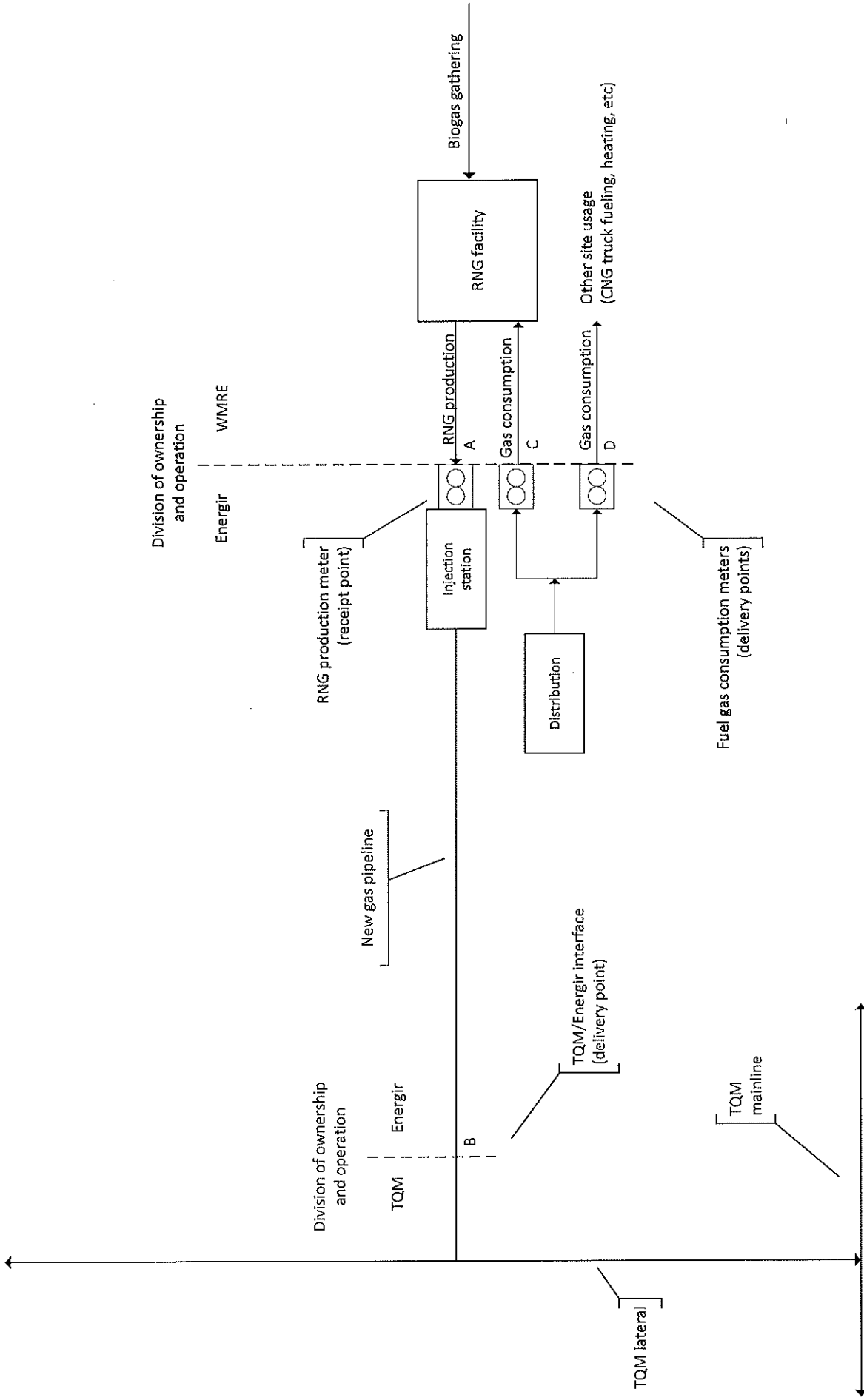


Exhibit C-3 – Pigging station layout ND221306-P-R0

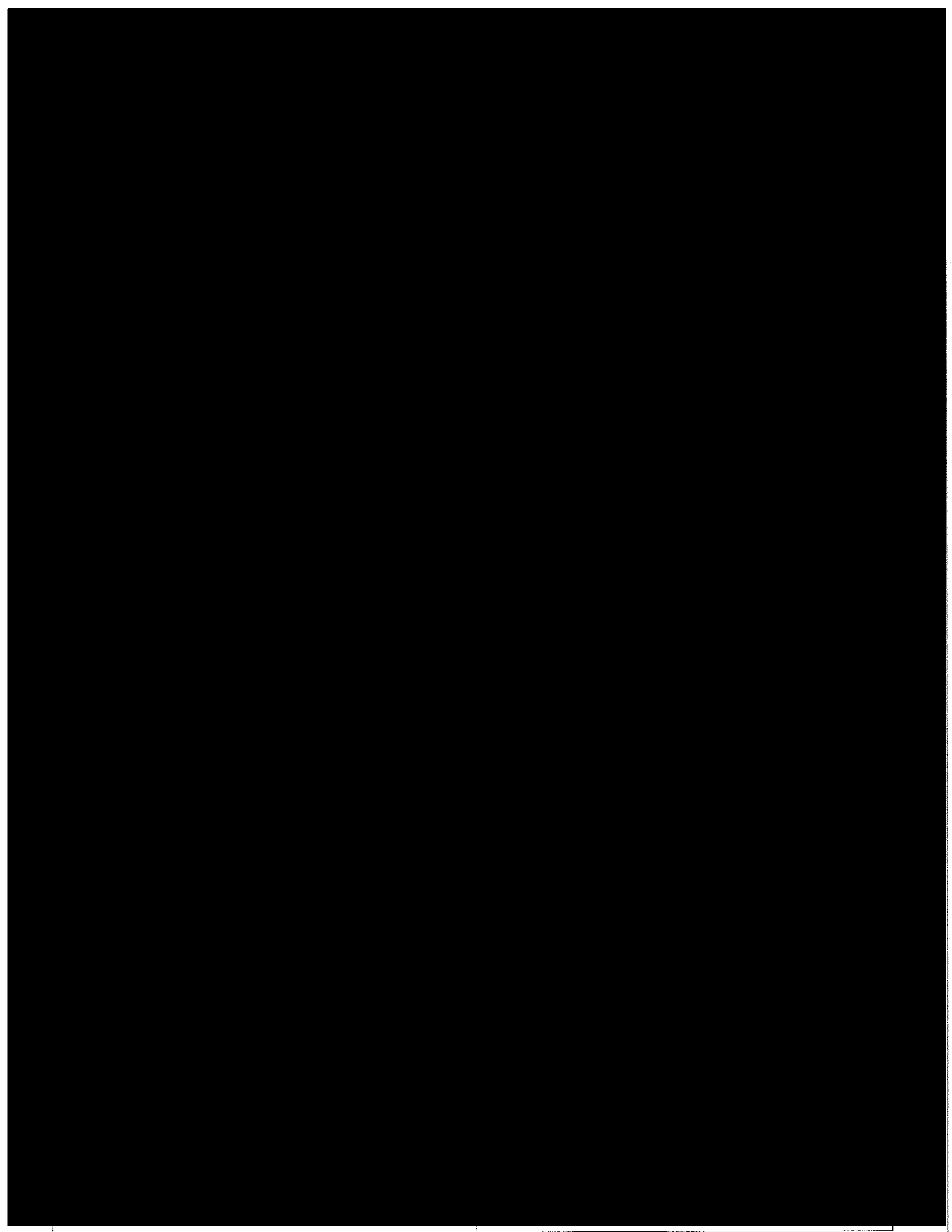
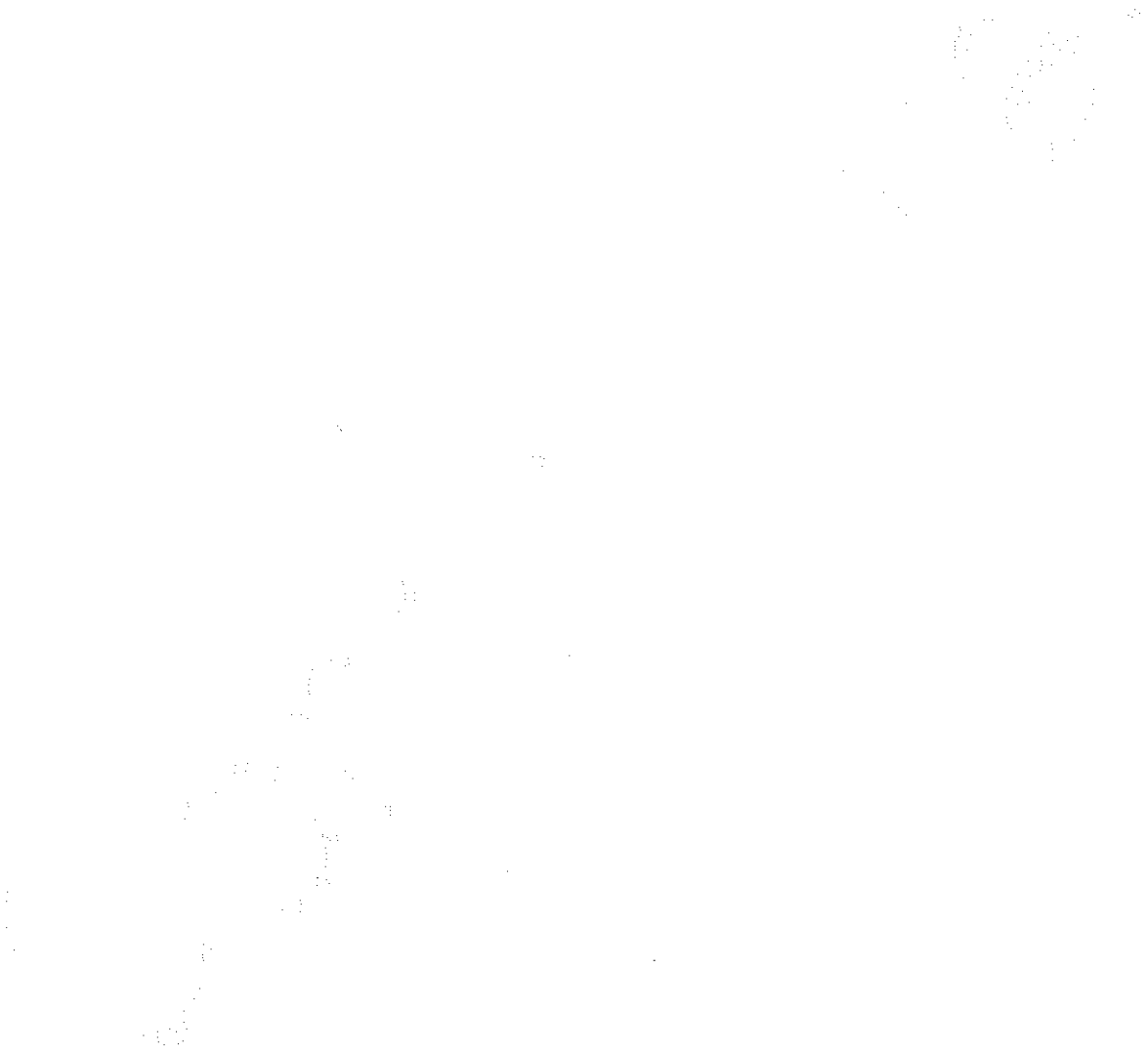
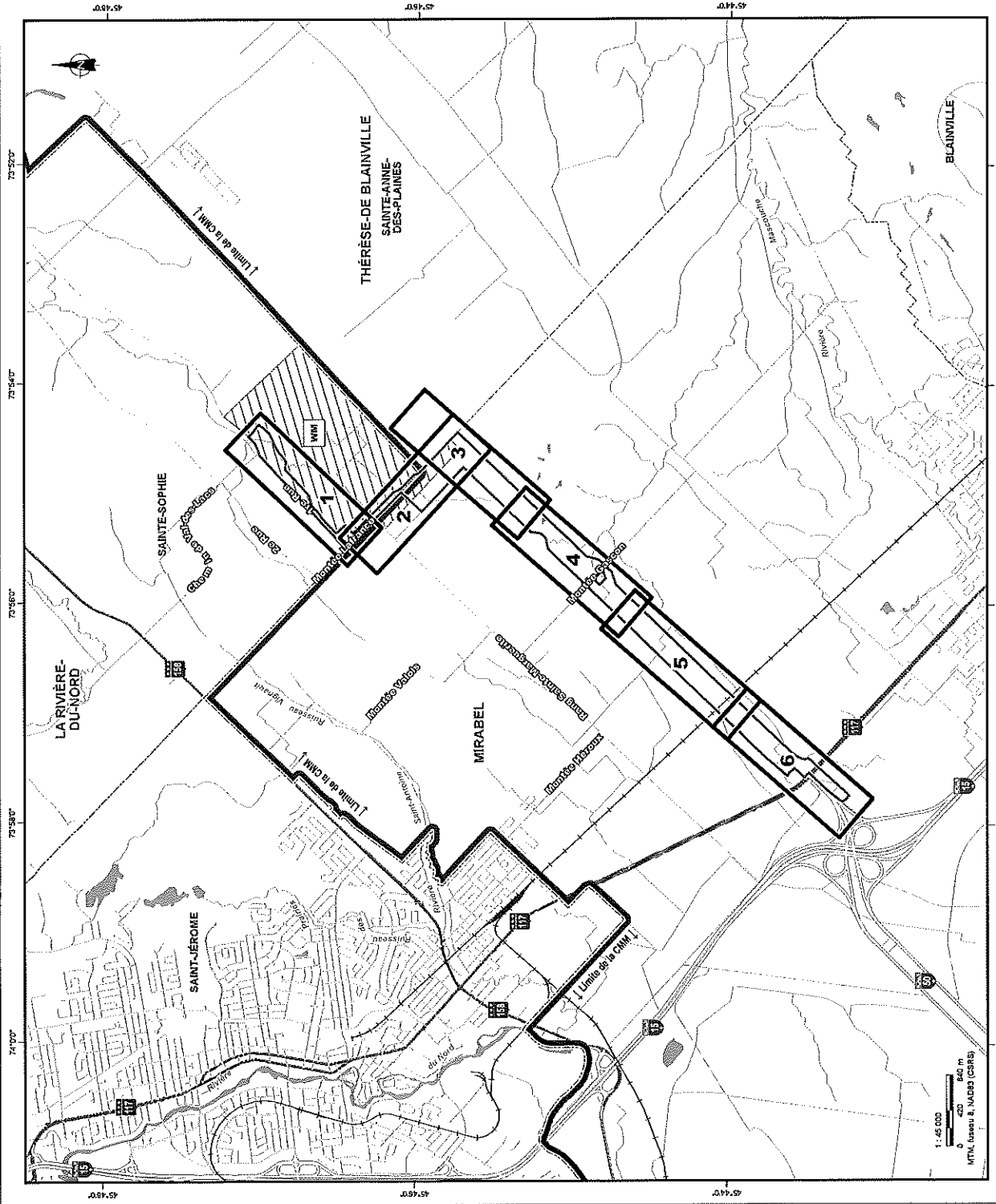


Exhibit C-4 Routing of new line EIE_028_COMP_PROJET_20221108





Feuillet

COMPOSANTES DU PROJET*

- Corridor d'implantation du projet
- Secteur d'étude du projet
- Propriétés WM
- Trasé
- Emprises permanentes
- Aire de travail temporaire
- Aire de travail supplémentaire
- Chemin d'accès permanent
- Infrastructures hors-sol :
- Gare de radage/Site de vanne (Début)
- Poste d'injection (Début)
- Vanne de purge (Début)
- Gare de radage (Fin)
- Site de vanne (Fin)

RÉFÉRENCES GÉOGRAPHIQUES

- Limite de MRC
- Limite municipale
- Cadastre*
- Autoroute
- Route nationale
- Route collective
- Route locale
- Vole ferrée

* Localités de fusion approximative

Source :
 SIDA (2014, 2016, données cadastrales) 2022.
 MERN (adresse Québec, Réseau routier) 2022.
 MERN (DOAC, créances) 2022.
 MERN (MRC, données) 2014.
 Carte postale UDA Inc. (projet et environnement) 2022.
 Orthophoto (Mapas, résolution 50 cm) 2022.

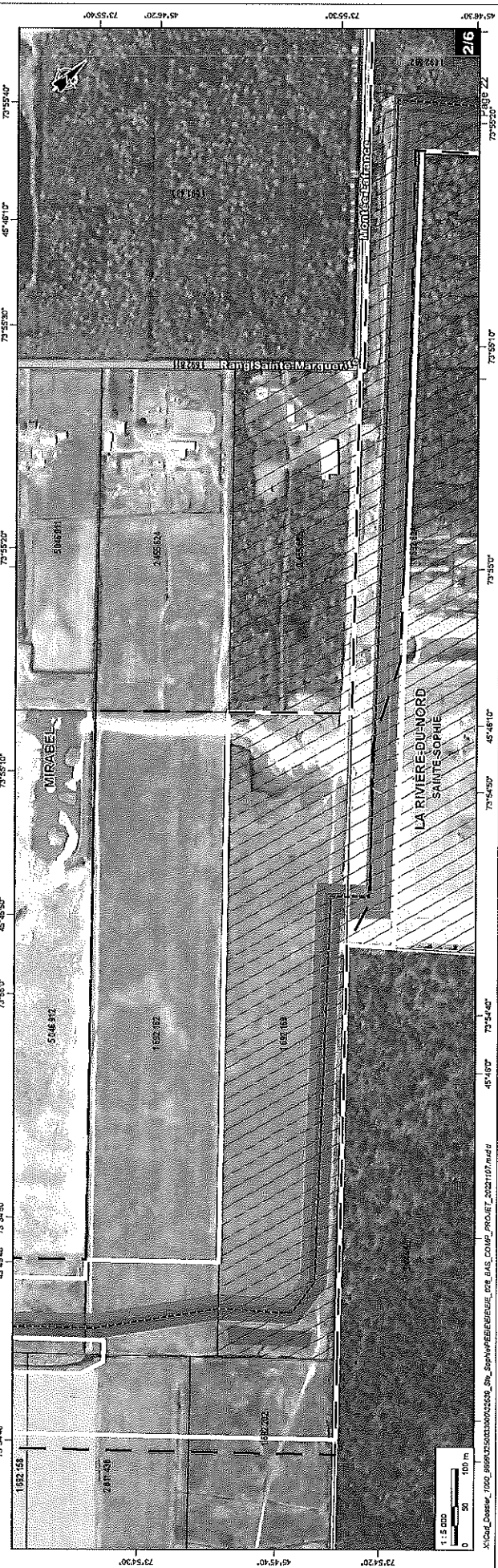
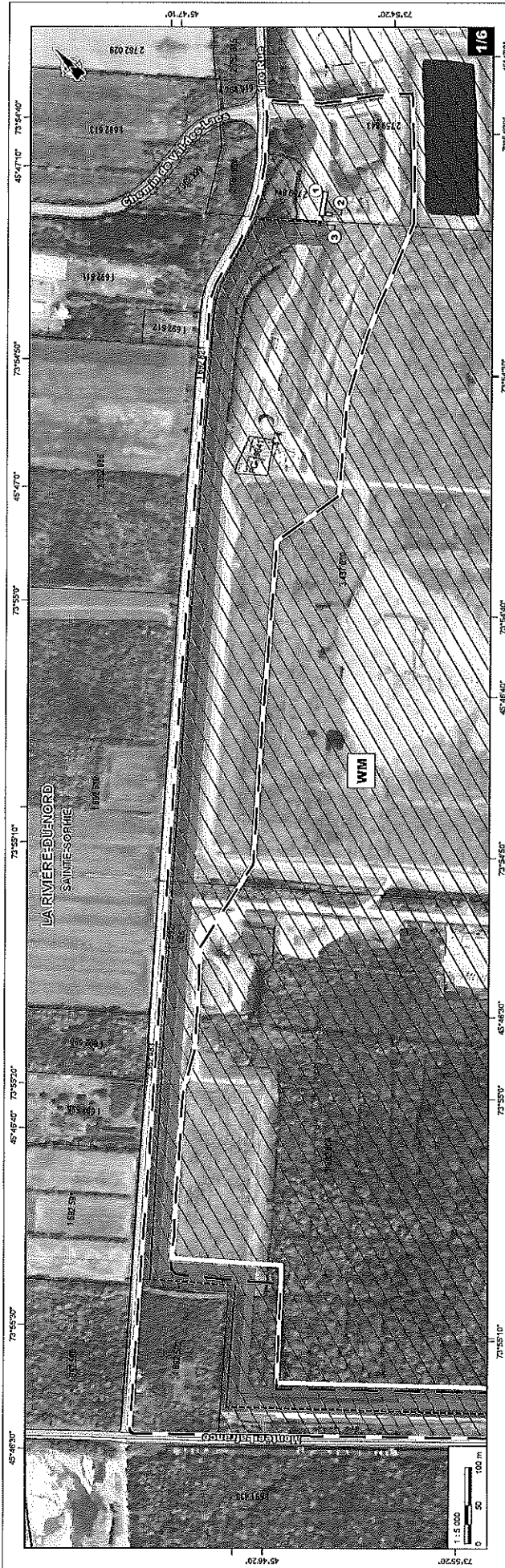
énergir

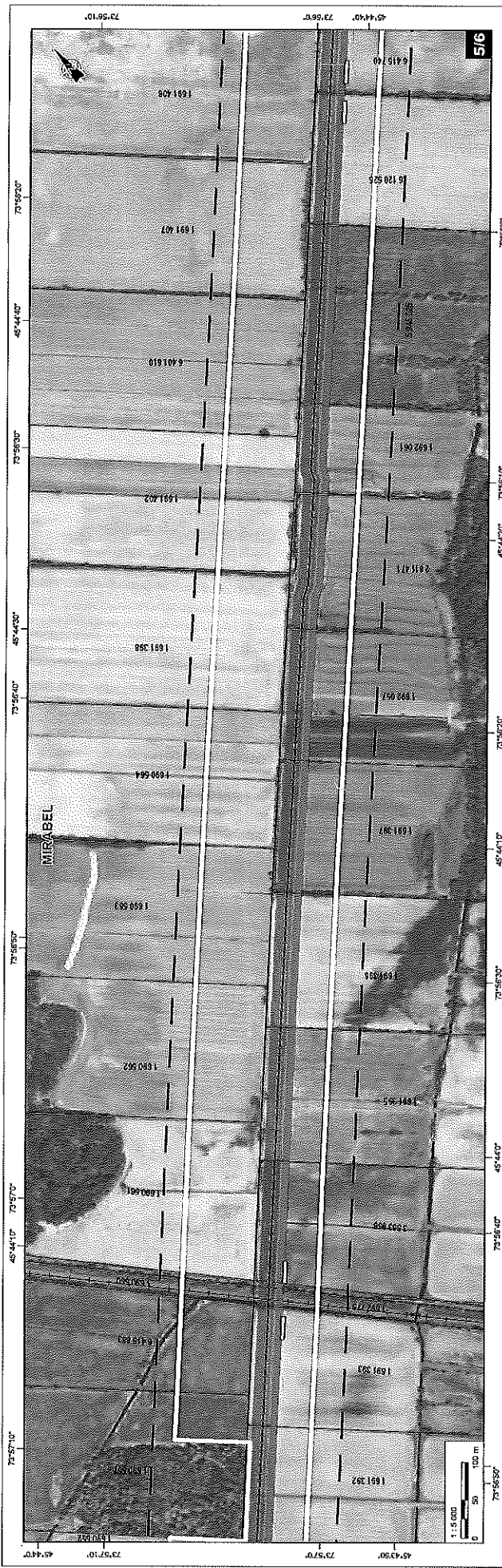
GRUPE CONSEIL UDA

RACCORDEMENT GNR SAINTE-SOPHIE

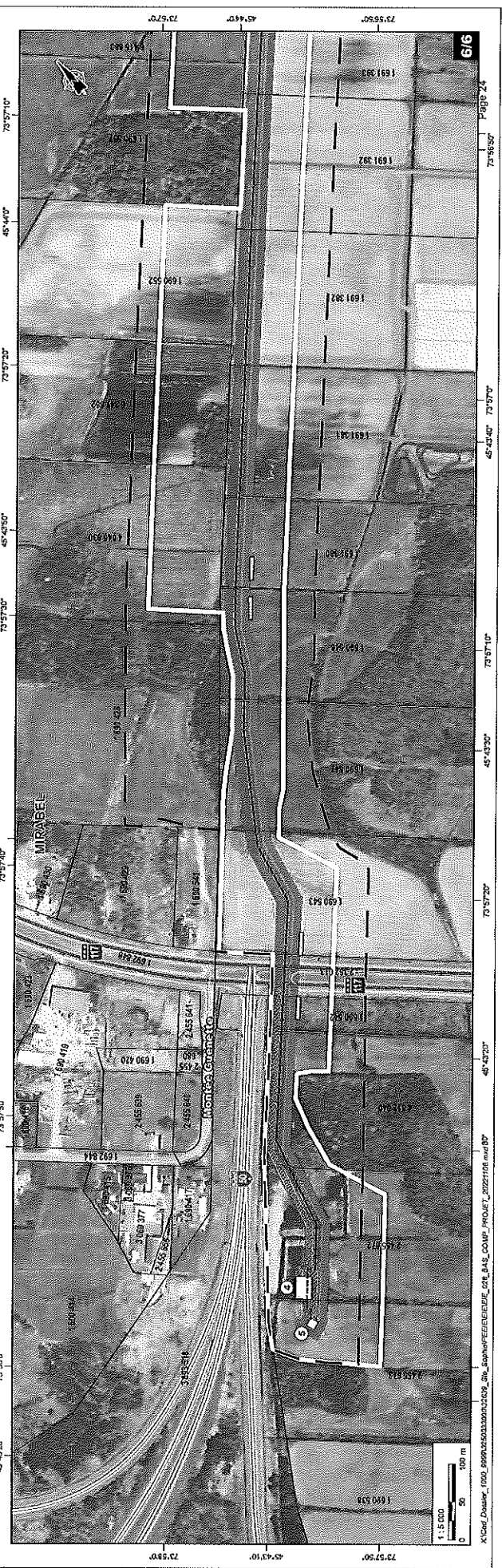
Secteur d'étude et Corridor d'implantation du Projet

Chargeur de projet :	André Lamarche, Ing. M. Sc.	Projet :	32639-200
Catégorie :	Laurent Savard	Date :	2022-11-08
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APPENDIX D – PRELIMINARY SCHEDULE

	Énergir	Client	Actions	Deadline
1	R		Submission of Impact Study	December 12, 2022
2	C	C	Service contract signature	Q4 2022 to Q1 2023
3	R		Detailed engineering	December 2023
4	R		Ordering of long lead items	Q3 2023
5	R		Submission of the Investment request to the <i>Régie de l'énergie</i>	Q1-Q2 2023
6	R		Ministry of environment decree	January/February 2024
7	R		Obtention of authorization and permits: CPTAQ, certificate of authorization, permits from the <i>Ministère des transports</i> , permits from Exo (railroad crossing), municipal permits from Mirabel and Ste-Sophie, review by Fisheries and Oceans Canada and investment approval by the <i>Régie de l'énergie</i>	April 2024
8	R		Start of construction of the injection assets (pipeline and injection station)	June 2024
9	C	C	Commissioning and first delivery date	December 2024

R : Responsible
C : Co-responsible

APPENDIX E – NOMINATION FORM

Effective date of gas injection (YYYY_MM_DD): _____

Nomination window^{1,2} (YYYY_MM_DD 00:00): _____

CLIENT

Client's name _____ Telephone _____

Contact _____ Email _____

1. EXPECTED TOTAL VOLUME INJECTED FOR THE DAY (IN GJ): _____

2. EXPECTED DELIVERIES TO A THIRD PARTY FOR THE DAY:

Send to the following email address: ccr@energir.com					
Consumer-Client name	Quantity/day GJ	Delivery start date (YYYY/MM/DD)	Included delivery end date (YYYY/MM/DD)	Total # of days	Client number

¹ See Conditions of Service and Tariff, article 14.5.8, "REQUEST FOR NOMINATION."

² A nomination made within the Timely nomination window is valid every day, until a new Timely nomination is made. All revisions require a new request for nomination, which is only valid for the current day.



le
nouveau
Gaz
Métro

CONFIDENTIAL
NON-BINDING

APPENDIX F
FORM OF PARENT COMPANY GUARANTEE

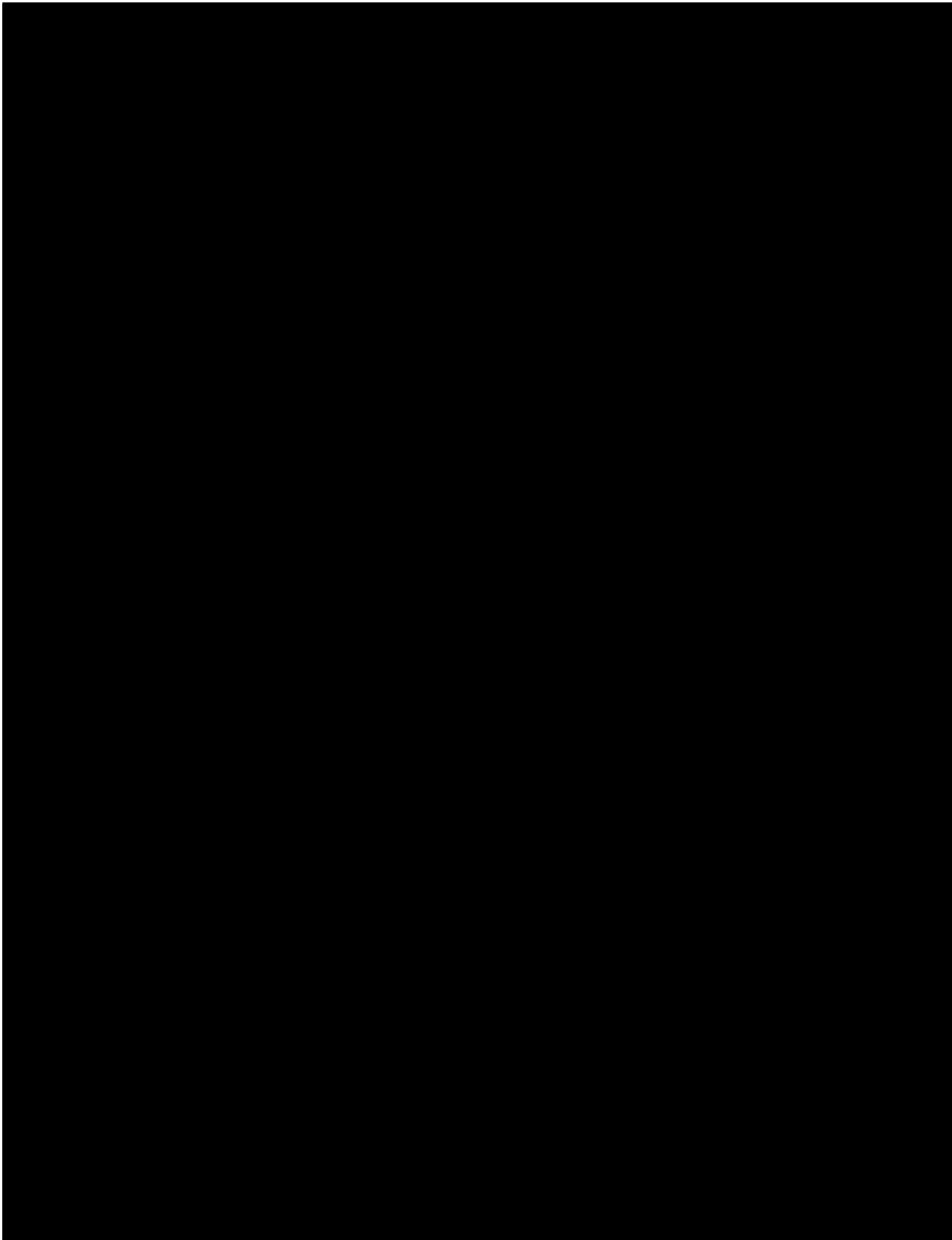
Confidential

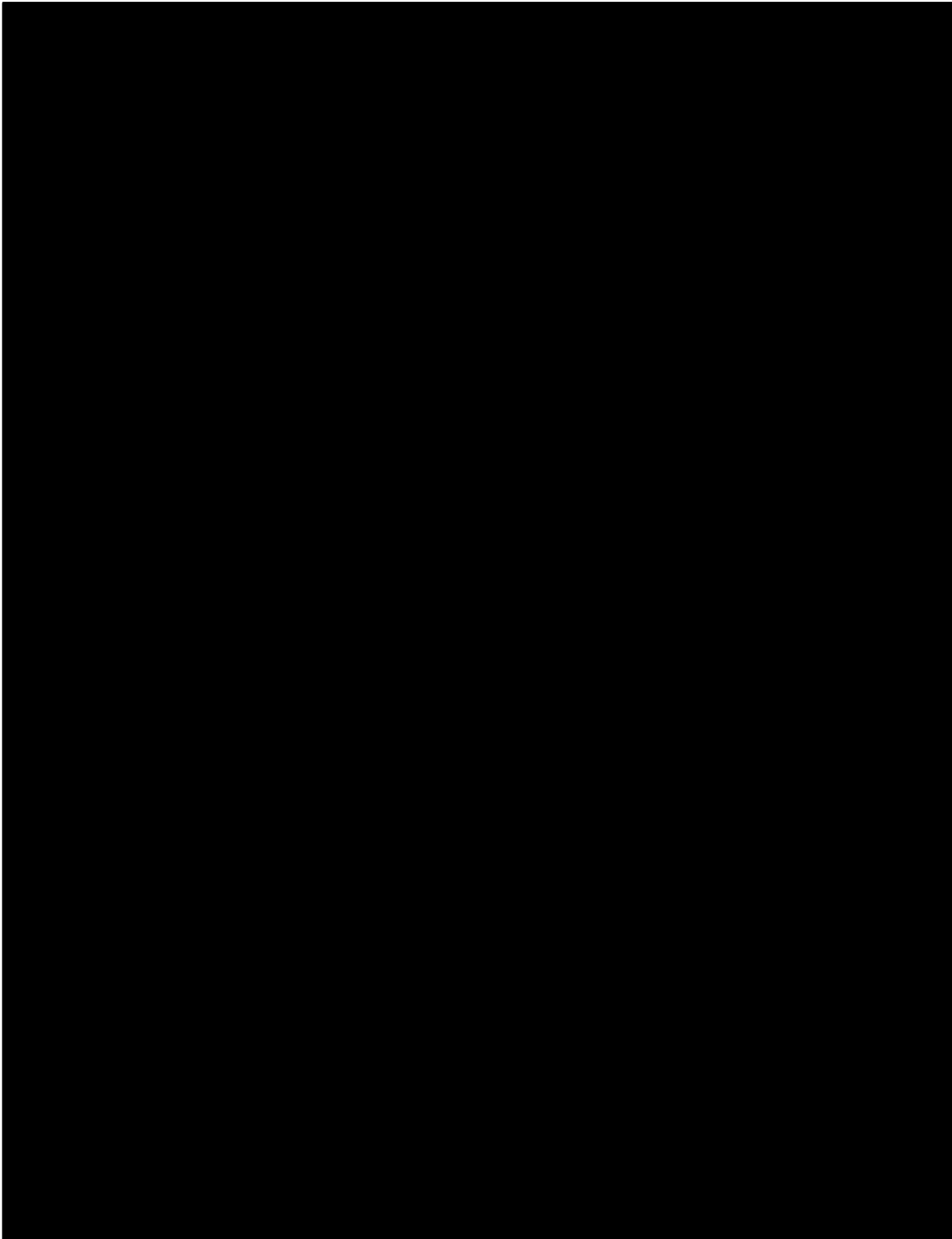
The first part of the document discusses the importance of maintaining accurate records in a business setting. It highlights how proper record-keeping can help in decision-making, legal compliance, and financial management. The text emphasizes that records should be organized, up-to-date, and easily accessible.

Next, the document addresses the challenges of data management in the digital age. It notes that while digital storage offers convenience, it also introduces risks such as data loss, security breaches, and information overload. Solutions like cloud storage, encryption, and regular backups are suggested to mitigate these risks.

The third section focuses on the role of technology in streamlining business processes. It describes how automation and software tools can reduce manual errors, save time, and improve overall efficiency. Examples include using accounting software for invoicing and project management tools for task delegation.

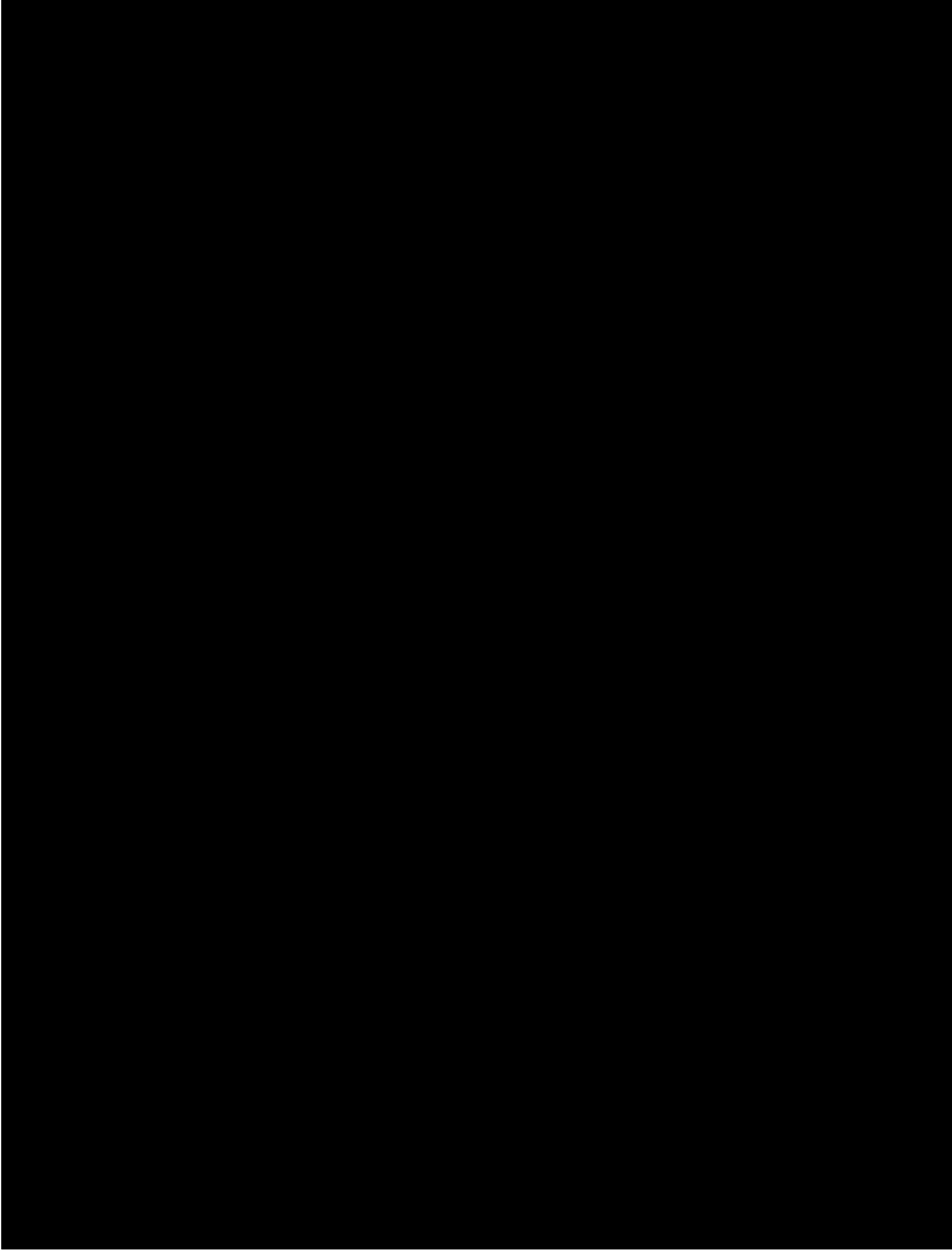
Finally, the document concludes by stressing the importance of employee training and awareness. It suggests that regular training sessions can help employees understand the correct use of technology and the importance of data security. A culture of continuous learning is presented as essential for staying competitive in a rapidly changing market.





**APPENDIX G-1
INSURANCE APPLICABLE FOR THE CONSTRUCTION PHASE**

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**APPENDIX G-2
INSURANCE APPLICABLE FOR THE OPERATIONAL PHASE**

Confidential

