

RIDER N° 1 TO THE SERVICES CONTRACT UNDER DISTRIBUTION RATE D₁ : GENERAL

Account N° : 4203 4973 802

Rider Date: November 18, 2024

Contract Date: November 10, 2023

BETWEEN **ÉNERGIR, L.P.**,
 Acting through its General Partner Énergir inc.
 with its principal place of business located at 1717, rue du Havre, Montréal (Québec), H2K 2X3.
 (« **Énergir** »)

AND **WM QUEBEC INC.**,
 with its principal place of business located at 117 Wentworth Crt, Brampton (Ontario), L6T 5L4
 (« **Customer** »)

The Parties hereto agree to amend Clause 4 of the Contract covering the Customer's natural gas needs at the following Service Address: 2535 1^{ère} Rue, Sainte-Sophie, Québec, J5J 2R7, Canada

1. The Service start-up date stipulated in Clause 4 of the Contract is postponed to **July 1, 2025**.
2. The following paragraph is added after the chart of clause 4 of the Contract:

"The Customer wants to withdraw natural gas at the Service Address to produce renewable natural gas and power natural gas vehicles. To this end, the Customer respectively executed (i) this Contract and a D₄ service contract with Énergir dated November 10, 2023 and amended on November 18, 2024 to withdraw natural gas to produce the renewable natural gas and (ii) will execute a D₃ Service Contract to withdraw natural gas to power natural gas vehicles. In order to deliver natural gas to the Service Address under these three contracts, Énergir will connect the Service address to its gas network and clean a portion of an existing pipe to be rehabilitated over a length of 11.5 km. Since the revenues generated from connection of the Service Address pursuant to these three contracts do not allow Énergir to earn a return on its investments based on the estimated cost of the work required in accordance with the conditions approved by the Régie de l'énergie, the Customer must pay a contribution to Énergir. This contribution and its terms of payment are provided for in the D₃ service contract."

3. All other clauses of the Contract remain unchanged.

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4. This Rider is an integral part of the Contract.

25-nov.-2024

5. This Rider is subject to revision or cancellation by Énergir if it has not been signed by the Customer and received by Énergir within thirty (30) days of the Rider Date mentioned above and it is not binding on Énergir until it has been accepted in writing by the signature of its authorized officers.

<p>Signatory: <u>ÉNERGIR S.E.C.</u> <u>(ÉNERGIR L.P. or Customer)</u></p> <p>By: <u></u> <small>Josée Duhaime (25 nov. 2024 14:31 EST)</small> «Signature»</p> <p>Name: <u>Josée Duhaime</u> (in print)</p> <p>Title: <u>Executive Director, Energy Solutions - Major Industries</u> (in print)</p> <p>Date: <u>2024-11-25</u> (yyyy-mm-dd)</p> <p>Signed at: <u>Montreal</u> (in print)</p>	<p>Client</p> <p>Signatory: <u>Client</u> <u>(ÉNERGIR L.P. or Customer)</u></p> <p>By: <u></u> <small>Tracy Black (3 déc. 2024 12:01 EST)</small> «Signature»</p> <p>Name: <u>Tracy Black</u> (in print)</p> <p>Title: <u>WM Quebec Inc. President</u> (in print)</p> <p>Date: <u>2024-12-03</u> (yyyy-mm-dd)</p> <p>Signed at: <u>Calgary</u> (in print)</p>
<p>Signatory <u>ÉNERGIR S.E.C.</u> <u>(ÉNERGIR L.P. or Customer)</u></p> <p>By: <u></u> <small>Renault-François Lortie (25 nov. 2024 15:40 EST)</small> «Signature»</p> <p>Name: <u>Renault-François Lortie</u> (in print)</p> <p>Title: <u>VP, Customers & Gas Supply</u> (in print)</p> <p>Date: <u>2024-11-25</u> (yyyy-mm-dd)</p> <p>Signed at: <u>Montréal</u> (in print)</p>	<p>Signatory: <u>Client</u> <u>(ÉNERGIR L.P. or Customer)</u></p> <p>By: _____ «Signature»</p> <p>Name: _____ (in print)</p> <p>Title: _____ (in print)</p> <p>Date: _____ (yyyy-mm-dd)</p> <p>Signed at: _____ (in print)</p>



RIDER N° 1 TO THE SERVICES CONTRACT UNDER DISTRIBUTION RATE D4 : STABLE

Account N° : 4203 4973 802

Rider Date: November 18, 2024

Contract Date: November 10, 2023

BETWEEN ÉNERGIR, L.P., Acting through its General Partner Énergir inc. with its principal place of business located at 1717, rue du Havre, Montréal (Québec), H2K 2X3. (« Énergir »)

AND WM QUEBEC INC., with its principal place of business located at 117 Wentworth Crt, Brampton (Ontario), L6T 5L4 (« Customer »)

The Parties hereto agree to amend Clause 4 of the Contract covering the Customer's natural gas needs at the following Service Address: 2535 1^{ère} Rue, Sainte-Sophie, Québec, J5J 2R7, Canada

- 1. The Service start-up date stipulated in Clause 4 of the Contract is postponed to July 1, 2026.
2. The following paragraph is added after the chart of Clause 4 of the Contract:

"The Customer wants to withdraw natural gas at the Service Address to produce renewable natural gas and power natural gas vehicles. To this end, the Customer respectively executed (i) a D1 service contract with Énergir dated November 10, 2023 and amended on November 18, 2024 and this Contract to withdraw natural gas to produce the renewable natural gas and (ii) will execute a D3 Service Contract to withdraw natural gas to power natural gas vehicles. In order to deliver natural gas to the Service Address under these three contracts, Énergir will connect the Service address to its gas network and clean a portion of an existing pipe to be rehabilitated over a length of 11.5 km. Since the revenues generated from connection of the Service Address pursuant to these three contracts do not allow Énergir to earn a return on its investments based on the estimated cost of the work required in accordance with the conditions approved by the Régie de l'énergie, the Customer must pay a contribution to Énergir. This contribution and its terms of payment are provided for in the D3 service contract."

- 3. All other clauses of the Contract remain unchanged.

VL

- 4. This Rider is an integral part of the Contract.

25-nov.-2024

- 5. This Rider is subject to revision or cancellation by Énergir if it has not been signed by the Customer and received by Énergir within thirty (30) days of the Rider Date mentioned above and it is not binding on Énergir until it has been accepted in writing by the signature of its authorized officers.

Table with 4 columns: Signatory, Name, Title, Date, Signed at, and Client. It contains two rows of signature information for Énergir S.E.C. and WM Quebec Inc. with handwritten signatures and digital timestamps.

Contract Date: November 18, 2024

BETWEEN **ÉNERGIR, L.P.**
acting through its general partner Énergir Inc.
headquartered at 1717 du Havre, Montréal, (Québec) H2K 2X3
(Énergir)

AND **WM QUÉBEC INC.**
117 Wentworth Court, Brampton, (Ontario) L6T 5L4
(Customer)

Énergir and the Customer are individually referred to as **Party** and jointly as **Parties**.

1. The Customer requires that Énergir provide the services described in this Contract to supply natural gas to the equipment in the building located at the following service address: **2535C 1^{ère} rue, Sainte-Sophie, (Québec) J5J 2R7.**
(Service Address).

2. SUPPLY AND TRANSPORTATION SERVICES

NATURAL GAS SUPPLY SERVICE

Unless the Customer supplies to Énergir the natural gas it withdraws at the Service Address, in accordance with the Conditions of Service and Tariff approved by the Régie de l'énergie (**Conditions and Tariff**), the Customer agrees to purchase from Énergir the supply service for the natural gas it withdraws at the Service Address. When the Customer agrees to purchase the supply service from Énergir, the natural gas supply price is based on the natural gas supply rate in the Conditions and Tariff. Subject to the quality standards herein and the fixed-price supply agreements between the Customer and a specific supplier of its choice, Énergir chooses, at its discretion, the suppliers from which it intends to procure natural gas in order to supply the Service Address.

TRANSPORTATION SERVICE

Unless the Customer provides the transportation to bring to the delivery point within Énergir's territory the natural gas it withdraws from the Service Address, the Customer agrees to purchase from Énergir the transportation service to bring to the delivery point within Énergir's territory the natural gas it withdraws from the Service Address. In the latter case, the transportation price is based on the transportation rate in the Conditions and Tariff.

3. LOAD-BALANCING SERVICE

The Customer agrees to purchase from Énergir the load-balancing service needed to manage on a daily basis the natural gas it withdraws at the Service Address. The load-balancing price is based on the load-balancing rate in the Conditions and Tariff. For a new customer, the projected annual volume agreed upon for the purposes of the load-balancing service is that set out in the table included in the DISTRIBUTION SERVICE clause below.

4. DISTRIBUTION SERVICE

The Customer agrees to purchase from Énergir the D3: STABLE distribution service according to the following parameters:

Decision in force when the Contract is prepared	Rate zone	Effective delivery pressure* (kPa)	Maximum hourly load (m ³ /h)	Usage	Start date (AAAA/MM/JJ)	Total duration of services (months)	Applicable reduction according to the Contract term (%)
R4257-2024	SOUTH	180*	1 200	Process	2026-07-01	120	21.5%

* Since the Customer has chosen the network pressure option, Énergir can design an assembly without a regulator with only a meter. The Customer will then have the variable pressure of the network in the sector. The Customer will be responsible for designing their gas installation/inlet taking into account that the pressure will be varying between 180 kPa and 400 kPa.

Annual progression of consumption

Projected annual volume (m ³)	Minimum daily obligation (m ³ /d)	Minimum annual obligation (MAO) (New address) (m ³)**	Minimum annual obligation (MAO) (Commercial Programs) (m ³)	Service start date (YYYY/MM/DD)	Duration of services (Months)
291 780	800	291 780	N/A	2026-07-01	12
583 560	1 600	583 560	N/A	2027-07-01	12
1 167 110	3 200	1 167 110	N/A	2028-07-01	12
1 554 820	4 260	1 554 820	N/A	2029-07-01	12
1 942 520	5 330	1 942 520	N/A	2030-07-01	12
2 330 230	6 390	2 330 230	N/A	2031-07-01	60

** The Minimum annual obligation (New address) (MAO) stated in the table set out above represents the minimum yearly amount of cubic meters of natural gas that the Customer is required to be billed for in order to avoid the imposition of penalties. Such penalties are calculated by subtracting the amount of natural gas billed to the Customer from the MAO and multiplying by the applicable tariff as set out in the Conditions and Tariff. The Minimum subscribed volume (MSV) indicated in the table set out above therefore needs to be increased by the Customer in order to reflect its actual consumption and in order to avoid such penalties. The MSV should be equivalent, on an annual basis, to no less than the MAO. The Customer must advise Énergir at least three (3) months in advance before increasing its MSV in order to avoid an increased tariff as set out in the Conditions and Tariff and possible penalties applicable for consumption over its Minimum subscribed volume.

CONTRIBUTION TO THE SYSTEM EXTENSION PROJECT: The Customer wants to withdraw natural gas at the Service Address to produce renewable natural gas and power natural gas vehicles. To this end, the Customer respectively executed (i) a D₁ and D₂ service contracts with Énergir dated November 10, 2023 and both amended on November 18, 2024 to withdraw natural gas to produce the renewable natural gas and (ii) will execute this Contract to withdraw natural gas to power natural gas vehicles. In order to deliver natural gas to the Service Address under these three contracts, Énergir will connect the Service address to its gas network and clean a portion of an existing pipe to be rehabilitated over a length of 11.5 km. Since the revenues generated from connection of the Service Address pursuant to these three contracts do not allow Énergir to earn a return on its investments based on the estimated cost of the work required in accordance with the conditions approved by the Régie de l'énergie, the Customer agrees to pay Énergir the total amount of seven hundred sixty-five thousand dollars (\$765 000) plus applicable taxes payable in a single instalment no later than November 29, 2024..

5. CONTRACT TERM


This Contract takes effect at the Contract Date indicated on the first page of this Contract and ends at the end of all the services as provided in the chart of Section 4 above.

Notwithstanding the service start date indicated in the table included in the DISTRIBUTION SERVICE clause above, when a Service Address is newly supplied with natural gas, the service start date may be postponed, either by Énergir due to construction-related constraints or at the Customer's request; in the latter case, the service start date set out in the table included in the DISTRIBUTION SERVICE clause above may not be postponed more than 90 days.

6. MISCELLANEOUS

- 6.1. This Contract is conditional upon Énergir obtaining the various municipal and government permits, authorization from the Régie de l'énergie and any other required authorization or right-of-way.
- 6.2. For the Contract term, Énergir and the Customer agree that, for the purposes of the Contract, the day as defined in the Conditions and Tariff begins at 10:00 a.m. Eastern Standard Time (EST).
- 6.3. When applicable, charges are billed to the Customer in accordance with the Conditions and Tariff. These charges are taxable.
- 6.4. Énergir may require a deposit at any time, in accordance with the Conditions and Tariff.
- 6.5. Notwithstanding any provision to the contrary herein, this Contract does not replace or terminate any obligation arising from the granting of a financial contribution or an investment by Énergir to supply natural gas to the Service Address entered into previously by Énergir and the Customer in respect of the Service Address. During this contract overlap period, any minimum annual obligation set out in the contract in effect and signed previously will be over and above those agreed to herein.
- 6.6. APPENDIX A – GENERAL CONDITIONS is an integral part of this Contract.
- 6.7. This Contract is subject to review or cancellation by Énergir should it not be signed by the Customer and received by Énergir within 30 days of the Contract Date mentioned at the beginning of the Contract.

Signatory: ÉNERGIR S.E.C.
(ÉNERGIR L.P. or Customer)

By: 
Josée Duhaime (25 nov. 2024 14:31 EST)
«Signature»


Name: Josée Duhaime
(in print)

Title: Executive Director, Energy Solutions - Major Industries
(in print)

Date: 2024-11-25
(yyyy-mm-dd)

Signed at: Montreal
(in print)

Signatory: ÉNERGIR S.E.C.
(ÉNERGIR L.P. or Customer)

By: 
Renault-François Lortie (25 nov. 2024 15:40 EST)
«Signature»


Name: Renault-François Lortie
(in print)

Title: VP, Customers & Gas Supply
(in print)

Date: 2024-11-25
(yyyy-mm-dd)

Signed at: Montréal
(in print)

Signatory: Client
(ÉNERGIR L.P. or Customer)

By: 
Tracy Black (3 déc. 2024 12:01 EST)
«Signature»

Name: Tracy Black
(in print)

Title: WM Quebec Inc. President
(in print)

Date: 2024-12-03
(yyyy-mm-dd)

Signed at: _____
(in print)

Signatory: _____
(ÉNERGIR L.P. or Customer)

By: _____
«Signature»

Name: _____
(in print)

Title: _____
(in print)

Date: _____
(yyyy-mm-dd)

Signed at: _____
(in print)

SCHEDULE A - GENERAL CONDITIONS

1. **QUALITY**
The gas sold by Énergir must be natural gas or the equivalent sourced from suppliers which have been chosen or accepted by Énergir; however, helium, natural gasoline, butane, propane or all other hydrocarbons, with the exception of methane, can be removed before delivery to the Customer. Énergir can subject the gas or allow it to be subjected to compression, refrigeration, cleaning or any other process.
2. **TRANSFER OF OWNERSHIP**
The delivery and transfer of ownership of natural gas sold by Énergir to the Customer take place at the Customer delivery point as defined in the Conditions and Tariff.
3. **INSTALLATIONS ON CUSTOMER PROPERTY**
 - 3.1. **Construction and maintenance** – Énergir may, without indemnity or compensation to the Customer, build, maintain and operate on the Customer's property or sites occupied or used by the latter, necessary installations for the transport, distribution, delivery and measurement of natural gas. The Customer represents and guarantees, if necessary, that it has the required authorizations and permissions from the site owner to this effect. The Customer will supply Énergir proof of such authorization, on request.
 - 3.2. **Access** – The right of access granted to Énergir in the Conditions and Tariff and herein is at no cost.
 - 3.3. **Liability** – The Customer and eligible parties shall indemnify and hold harmless Énergir, its directors, officers, employees as well as their successors and eligible parties for any damages caused to Énergir's property located on the Customer's property or on property occupied or used by the Customer, when the damage is the fault or the result of negligence on the part of the Customer, eligible parties, persons over whom the Customer or his eligible parties have control, or persons found on said property or said location with the consent of the Customer or his eligible parties, or by things that persons described above have under their responsibility.
 - 3.4. The Customer's natural gas equipment must be installed in compliance with all applicable legislation, codes and standards. Supplying the equipment with natural gas shall not be construed as a guarantee provided by Énergir to the Customer with respect to the equipment, its installation, or any other assent as to their safety or compliance with applicable legislation, codes and standards; said responsibility is incumbent upon the manufacturer, salesperson, installer or the building's designer and engineer, as applicable.
4. **FORCE MAJEURE**
Neither party shall be liable to the other for damages or losses arising out of the fact that Énergir is unable to deliver the natural gas in whole or in part, or of the fact that the Customer is unable to withdraw natural gas in whole or in part, on account of any fortuitous event, strike, lock-out, work conflict, act of public enemy, war, blockade, insurrection, riot, act of vandalism, sabotage, epidemic, collapse, lightning, earthquake, fire, storm, flood, undermining, civil disturbance, explosion, breakage, freezing or accident to machinery or piping, power failure, suspension or restriction of natural gas supplies of Énergir, Federal, Provincial or Municipal government intervention or intervention from any body of these governments, court order or directive, or any other cause, whether or not of the nature indicated above, that fall outside the control of the party invoking this cause and which, despite the exercise of reasonable diligence, such party is incapable of preventing or surmounting. However, the cause that prevents either party to meet the requirements of the Contract shall not release the party that invokes such cause from its obligations if it does not act diligently to correct the situation appropriately and equitably. In all cases where the Customer invokes a force majeure, it shall nevertheless be obliged to meet the minimum annual obligation provided for in the Conditions and Tariff. In all cases where Énergir invokes force majeure, the subscribed volume shall be reduced for the duration of the said force majeure in proportion to the extent and duration of the force majeure.
5. **DISTRIBUTION SERVICE**
 - 5.1. The Customer acknowledges and accepts that i) Énergir's obligation to supply natural gas to the equipment located in the building at the Service Address (whether the equipment is supplied from the same supply as all the equipment that operate on natural gas, or whether its supply is independent) is an obligation of means, regardless of how the Customer uses or shall use the equipment and ii) Énergir in no way guarantees a natural gas supply for said equipment. Therefore, except in the event of gross negligence or gross fault on the part of Énergir, its partners, directors, officers or employees, as well as their successors and assigns (collectively, the "Representatives"), they shall in no way be held liable for loss or damages of any kind whatsoever, incurred by the Customer or other parties arising or resulting from Énergir and its Representatives with respect to Énergir's obligations to supply said equipment.
 - 5.2. When Énergir is expressly required to give notice of interruption of interruptible service to the Customer, this notice will be considered duly given when it is transmitted by email, telephone, facsimile or by hand at the numbers or addresses, as the case may be, updated annually by the Customer on the Énergir extranet site for this purpose.
 - 5.3. The Customer acknowledges and agrees that the telephone conversation by which Énergir gives notice of interruption will be recorded using an audio recording system. The recording may be kept by Énergir and, if needed, used in any dispute related to the transmittal of a service interruption notice.
 - 5.4. The Customer chooses between firm and interruptible distribution service to be provided by Énergir and assumes the consequences of this choice. Moreover, the Customer acknowledges that the choice of the distribution service is at its own discretion.
6. **SUBJECTION TO LAWS, REGULATIONS AND OTHER DECISIONS**
The present Contract is subject to the Conditions and Tariff set and amended from time to time by the Régie de l'énergie. The Contract is automatically changed by any law, order, judgement, decision of any legislative or regulatory organization, or any competent authority having effect on the terms of the Contract including, without limiting the preceding general characteristics, any law, order, judgement, decision or decree relative to the Conditions and Tariff, taxes or metering standards.
7. **ESTIMATE OF CUSTOMER CONSUMPTION**
Énergir may, from time to time, ask the Customer for an estimate of its daily, monthly or annual natural gas heating or processing needs for a period of at least two (2) years in the future. The Customer must make all reasonable efforts to supply this information to Énergir in the sixty (60) days that follow Énergir's request. This information must account for growth or withdrawal factors as well as all other forecasted changes that might affect the Customer's needs. The information supplied by the Customer is not an undertaking on his part and shall be treated confidentially by Énergir.
8. **GENERAL PROVISIONS**
 - 8.1. The Customer expressly waives the right to unilaterally resiliate the Contract provided in article 2125 of the *Civil Code of Québec*.
 - 8.2. In the event of a discrepancy between the reading of the metering equipment (as defined in the Conditions and Tariff) of the Customer and the one of Énergir, the reading provided by Énergir equipment shall take precedence, subject to the *Electricity and Gas Inspection Act*, R.S.C., 1985, c. E-4.
 - 8.3. The Customer may terminate one or more services provided by Énergir pursuant to the provisions in the Conditions and Tariff to provide such service(s) himself.
 - 8.4. Except for specific provisions to the contrary, this Contract replaces and revokes all previous contracts and all offers, proposals, negotiations, representations, and communications between the parties, oral or written, and constitutes the entire agreement between the parties to this effect. It may not be changed without written amendment executed by both parties.
 - 8.5. The rights and recourses available to Énergir pursuant to this Contract or any other agreement or pending agreement between it and the Customer or as recognized by the law may be accumulated, unless expressly stated otherwise.
 - 8.6. The omission by Énergir to require the Customer to execute any of its obligations under this Contract, to terminate this Contract or to exercise rights or recourses available to it, does not prejudice its right to do so in the future, unless it expressly waives this right in writing. Such a waiver applies only to the case specifically noted.
 - 8.7. This Contract shall only be binding on Énergir when it has been accepted in writing and signed by Énergir's authorized representatives.
 - 8.8. The Contract binds and benefits the successors and eligible parties. Nothing herein prohibits either party to assign or encumber its rights under the terms of this Contract as a guarantee for its obligations. However, no assignment shall release the assignor from the obligations to which it is bound under this Contract.
 - 8.9. Unless stated otherwise, any notice, request, authorization, or renunciation (hereafter called "Notice") required or allowed under terms of this Contract must be given in writing and either remitted by hand or sent by prepaid registered mail in Canada, except in the event of an interruption in postal service, transmitted by facsimile, to the addresses of the parties indicated in this Contract.
Any Notice thus given will be incontestably considered to have been received on the day of its forwarding or transmission by facsimile or email, or if mailed, on the fifth (5th) day following its mailing. The parties may change their address in order to receive Notice in accordance with procedures of this clause or with clause 5.2 as regards the notice of interruption.
 - 8.10. Notwithstanding anything contained in this Contract, the Customer's default under this Contract shall give Énergir the right to deduct any and all such amounts payable to Énergir from any moneys or credit payable by Énergir to the Customer under this Contract, exigible or not, without affecting any of Énergir's other rights or remedies herein.
 - 8.11. On request, the parties agree to sign and ensure that are signed, and to submit and ensure that are submitted, all required and useful documents to give full effect to the letter and spirit of this Contract.
 - 8.12. When the context requires, use of the singular also includes the plural and vice versa.
 - 8.13. This Contract is governed by the laws applicable in Québec.