

MEMORANDUM OF UNDERSTANDING
DATED AS OF Jan 19, 2024 (the “Effective Date”)

BETWEEN

ALECTRA ENERGY SERVICES INC.

&

THE TOWNSHIP OF WEST LINCOLN

The Township of West Lincoln (“**Township**”) and Alectra Energy Services Inc. (“**Alectra**”) wish to enter into this memorandum of understanding (“**MOU**”) to confirm their mutual intention to participate in the Natural Resources Canada (“**NRCan**”) Zero Emissions Vehicle Infrastructure Program (the “**ZEVIP**”) to develop, construct, install and operate the electric vehicle charging stations (the “**EV Supply Equipment**” or “**EVSE**”) in accordance with the ZEVIP (the “**ZEVIP Project**”). The Township has indicated its interest in hosting the ZEVIP Project, the details of which are more specifically set out in Exhibit A.

The parties will negotiate in good faith for the purpose of entering into a legally binding agreement by March 25, 2024 pursuant to which Alectra will install, commission, operate and maintain the EV Supply Equipment and collect and distribute revenue from the EV Supply Equipment (the “**Agreement**”). Either party may terminate this MOU without any liability in its sole discretion with written notice to the other party.

Subject to the Agreement, Township acknowledges and agrees that in order to facilitate Township’s and Alectra’s participation in the ZEVIP Project that Alectra will be permitted access to the ZEVIP Project sites for the purposes of providing electric vehicle charging services designated by Township on the initiation of construction by Alectra and for a period of ten years beginning on the date the equipment associated with the ZEVIP Project has been commissioned by Alectra (the “**Term**”).

The terms set out in this MOU are not intended to be legally binding and it is understood and agreed that no liability or legally binding obligations will exist with respect to the development, construction, financing, ownership or operation of the ZEVIP Project by the parties unless and until the Agreement is executed.

A. RESPONSIBILITIES OF THE PARTIES

Each party will provide reasonable support and co-operation in each other's area of lead responsibility:

1. Township Responsibilities:

Township will take a lead role in the following areas:

- (a) Provide drawings and related facility information of proposed locations for EV Supply Equipment; and
- (b) Facilitate site visits by Alectra and its contractors as required.

- (c) Provide permission for Alectra to access Township utility connection and account information to confirm electrical capacity availability.

2. Alectra Primary Responsibilities:

Alectra will take a lead role in the following areas:

- (a) Responsible for the ZEVIP Project proposal to NRCan under the ZEVIP; and
- (b) Attend site visits as required.
- (c) Provide technical and feasibility assessment of the suitability of the proposed location(s) provided by Township for installation of EVSE

3. Conditions Precedent:

The execution and delivery of the Agreement will be subject to the following conditions precedent, in addition to such other conditions customary for a transaction of this nature:

- (a) Alectra receiving confirmation from NRCan by way of providing Alectra a Conditional Approval.
- (b) the satisfactory completion of due diligence by both parties;
- (c) the Conditional Approval received from NRCan does not contain any material changes based on the proposal submitted by Alectra for the ZEVIP Project; and,
- (d) all necessary approvals and consents required for the transactions contemplated herein including the execution and delivery of the Agreement, including:
 - (i) Applicable shareholder, Council, director and/or officer approval of the parties;
 - (ii) any required statutory or regulatory approvals; and,
 - (iii) all other third-party consents and approvals.

4. Expenses

Each party will bear its own internal costs and their own legal, accounting, technical and other professional fees incurred in connection with the negotiation, preparation, execution and delivery of this MOU and the Agreement.

5. Governing Law

This letter of intent is governed by, construed and interpreted in accordance with, the laws of the Province of Ontario.

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Please sign in the space provided below to confirm your agreement with the foregoing.

TOWNSHIP OF WEST LINCOLN

A handwritten signature in black ink, appearing to read "M. DiPaola", is written over a horizontal line.

Name: Mike DiPaola, P.Eng
Title: Director of Public Works & Recreation

ALECTRA ENERGY SERVICES INC.

A handwritten signature in black ink, appearing to read "Ariel Bautista", is written over a horizontal line.

Name: Ariel Bautista
Title: Director, E-Mobility

EXHIBIT A

THE ZEVIP PROJECT

This EXHIBIT A sets out the parties' respective obligations that will be set out in an Agreement to install, commission and operate the EV Supply Equipment (means "EVSE" or "Charging Station") and related electrical and ancillary equipment ("Installed Equipment"). The Agreement will include terms and conditions that are consistent with a transaction of this nature.

Capitalized terms set out in this Exhibit A that are not defined shall have the meaning set out in the MOU.

i. Proposed Business Model

- Alectra proposed to use funds from the ZEVIP to reduce the capital cost of the ZEVIP Project by 50% or \$5,000/L2 charging head connector/\$50,000 L3 charging head connector, whichever is less
- Alectra proposes to charge EV drivers for the service of receiving electricity through the EVSE ("User Fees").
- The fees for charging (in total, the "Gross Revenues") would be collected and used to pay:
 - The EVSE network provider for the service of billing users, collecting revenues and remitting taxes to the relevant jurisdiction ("Network Fees").
 - The Township for the cost of the electricity consumed ("Electricity Fees").
 - The remaining funds ("Net Revenue") would be retained by Alectra
- User Fees will be set to recover the cost of the ZEVIP Project
- User Fees will be set by Alectra
- Alectra will manage the selection and procurement of the EVSE. All EVSE will comply with the specified requirements of the ZEVIP.
- The Township will pay a termination fee if it terminates the Agreement prior to the conclusion of the 10 year term of the Agreement, or a portion of the termination fee if it removes a portion of the overall number of EVSE that are included in the ZEVIP Project.
- The Township will allow Alectra to make an initial offer to provide any additional EVSE at a site with Installed Equipment prior to other suppliers being invited to provide a proposal
- All EVSE will be networked, allowing for payment and usage statistics to be collected and communicated remotely.
- At the conclusion of the Term, Township will have the option of renewing the Agreement, having Alectra remove the Installed Equipment, or purchasing the Installed Equipment at a fair market price.
- Alectra will provide 100% of the capital cost of the Project, net of ZEVIP Project funds.

ii. Project roles – Joint Responsibilities

- Locations: The parties will work together to identify the precise location of the charging stations at the Host Site location(s), bearing in mind customer convenience, access to the EVSE, and installation costs.
- Signage: The parties will work together to communicate broadly to the public the availability of EVSE at the Host Site (s), including the use of their official marks and any requirements of the ZEVIP.

iii. Township Responsibilities

- The Township will be responsible for regular maintenance and management of the parking facilities (e.g., snow removal, security, parking fees, signage)
- The Township will be responsible for enacting and enforcing provisions that the charging stations are to be restricted to electric vehicles using the EVSE for a reasonable period of time.

iv. Alectra Responsibilities

- Alectra will be responsible for selecting, contracting with and managing the operator of the EVSE charging network.
- Alectra will provide utilization information to the Township for the purpose of paying the Electricity Fees.

v. Representation and Warranty

Township warrants that, to the best of its knowledge and belief, the Host Location is not currently part of an indigenous land claim.

vi. Contact information

- The contact information for the parties is as follows:
 - Alectra: Ariel Bautista, Director, E-Mobility; 437 577 7084; ariel.bautista@alectrasolutions.com
 - Township: Mike DiPaola, Director, Public Works and Recreation; 905-957-5142; mdipaola@westlincoln.ca

vii. Locations and EVSE:

- The following table lists the Host Sites for inclusion in Alectra's proposal to NRCan's ZEVIP.

Location Name	Address	Number of Connectors	Type of Connectors
West Lincoln Community Centre	177 West St, Smithville, ON L0R 2A0	2	level 2
Total		2	Level 2