

Participant Agreement

BETWEEN

ESSEX POWERLINES CORPORATION

(herein the “Delivery Organization” or “Initial Recipient”)

And

(herein “the Ultimate Recipient” or “Participant”)

Recitals:

- A) The Delivery Organization has developed and is implementing a program titled the Zero Electric Vehicle Infrastructure Program (the “ZEVIP” or “Program”)
- B) The delivery of the Program and the funding by way of Participant Incentives contemplated thereunder is contingent upon funding provided under and subject to the terms of an overarching funding agreement as may be amended from time to time (herein “the Master Funding Agreement”) between the Delivery Organization acting as the Initial Recipient and Her Majesty the Queen in Right of Canada as represented by the Minister of Natural Resources (herein “Canada”) ;
- C) The Ultimate Recipient, having reviewed the Criteria for the Program developed by the Delivery Organization (being the “Applicant” in the Application) has applied for Participant Incentives, in respect of Eligible Costs, pursuant to the Application submitted to the Delivery Organization under the.

NOW, THEREFORE, The Delivery Organization and Ultimate Recipient agree as follows:

1) DEFINITIONS:

All capitalized terms not defined herein will have the meanings in Schedule A.

2) PARTICIPANT PAYMENT:

The Delivery Organization will, subject to the terms and conditions of this Participant Agreement and the Application, reimburse the Ultimate Recipient by way of Contributions towards Eligible Expenditures up to the limits note in paragraph 4 below and otherwise according to the following terms and conditions:

- a. the Ultimate Recipient will implement each of the Projects described in the Application by each project’s completion date provided in the Application and in no event after September 30, 2023 unless terminated earlier pursuant to the provisions of this Agreement.

- b. the Ultimate Recipient will provide the Delivery Organization with evidence of the implementation and completion of each Project and verification of each Project's Eligible Costs, in the form of accounting records and contractor invoices, and any other evidence that the Delivery Organization may require, including visual inspections by the Delivery Organization;
- c. the Delivery Organization will have the right in its absolute discretion to decide whether or not to accept or approve the evidence provided pursuant to Section 1(b); and
- d. the Ultimate Recipient will provide invoices to the Delivery Organization for the Participant Payment no later than 15 days following the quarter end and otherwise 15 days following request.

3) METHOD OF PAYMENT

- a. Subject to the terms and conditions of this Agreement, the Delivery Organization shall make the Contribution toward the Eligible Expenditures Incurred for which the goods have been received or the services have been rendered upon receipt of the Contribution from Canada. For greater certainty, the Ultimate Recipient acknowledges and agrees that the Delivery Organization shall only be obliged to make payment in respect of a Contribution to the Ultimate Recipient to the extent it has received such payment from Canada and under no event shall the Delivery Organization be liable to pay any amount to the Ultimate Recipient where Canada has not delivered such payment to the Delivery Organization.
- b. Subject to the terms and conditions of this Agreement, the Delivery Organization shall request Canada to fund to the Delivery Organization (for eventual and ultimate delivery to the Ultimate Recipient) the Contribution toward the Eligible Expenditures Incurred upon confirmation by the Delivery Organization that goods and/or services have, to its sole satisfaction, been received in accordance with the parameters of the Application or for which the goods have not been received or for which the services have not been rendered, provided that:
 - i. For equipment, materials, or products, or contracting services related to the purchase of equipment, materials, or products:
 - 1. Any claim for an Eligible Expenditure greater than \$100,000, is supported by proper documentation, which includes, but is not limited to a signed contract, a payment schedule showing milestone payment due dates, and invoice(s) due by the Claim Period;
 - 2. Any claim for an Eligible Expenditure of up to \$100,000, is supported by proper documentation which includes, but is not limited to a purchase order, and invoice(s) due by the Claim Period;

- ii. For Eligible Expenditures that are not described in paragraph a) above:
 1. Any claim for an Eligible Expenditure greater than \$50,000, is supported by proper documentation which includes, but is not limited to a signed contract or purchase order, showing payment due dates, and invoice(s) due by the Claim Period, and is subject to Canada's approval to reimburse the Eligible Expenditure before the goods or services pertaining to said Eligible Expenditure are received or rendered;
 2. Any claim for an Eligible Expenditure of up to \$50,000, is supported by proper documentation which includes, but is not limited to a purchase order, and invoice(s) due by the Claim Period.

For greater clarity, the amounts described herein include the total cost of the Eligible Expenditure, and not the amount of any individual invoice related to said Eligible Expenditure.

- c. In order to receive payment of Eligible Expenditures, the Initial Recipient shall submit claims for payment accompanied by a financial report signed by the Chief Financial Officer or Duly Authorized Officer which outlines Eligible Expenditures Incurred by task, and progress reports as required in Article 24 (Reports). All claims must be submitted no later than fifteen (15) days after the end of each Claim Period.
- d. The Minister or Delivery Organization shall be entitled to withhold Ten percent (10%) from each payment until the Initial Recipient has:
 - i. completed the Project to the satisfaction of the Delivery Organization;
 - ii. submitted a final report documenting the completion of the Project as set out in Article 24 (Reports) and the Delivery Organization have approved said report;
 - iii. certified, in the manner set out in Article 24 (Reports), that the Ultimate Recipient has Incurred and Paid all claim for the payment of Eligible Expenditures of the Project; and
 - iv. submitted and the Delivery Organization has received and approved a final statement of Eligible Expenditures Incurred and Paid in respect of the Project.
 - v. Any review, approval, confirmation, satisfactory audit result, or statement of satisfaction of the Minister has been obtained from the Minister where the Minister has advised that such must be obtained or it is otherwise determined by the Delivery Organization to be appropriate to obtain.

4) CONTRIBUTIONS

- a. Notwithstanding any other provision of this Agreement, the Contribution shall not in any circumstances exceed the lesser of:
 - i. **Fifty percent (50%) of Total Project Costs Incurred;** and
 - ii. **One Hundred Thousand Dollars (\$100,000).**

- b. In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Ultimate Recipient must submit its final claim for payment on or before **April 30, 2023**.
- c. The Minister will not contribute to any Eligible Expenditure Incurred by the Initial Recipient prior to or after the Eligible Expenditure Period.

5) CONDUCT OF PROJECT

- a. The Ultimate Recipient shall carry out the Project promptly, diligently and in a professional manner and in accordance with the terms and conditions of this Agreement.
- b. The Ultimate Recipient shall reach the Project Completion by **September 30, 2023**, unless terminated earlier pursuant to the provisions of this Agreement.
- c. The Ultimate Recipient shall comply with all applicable federal, provincial and municipal laws in relation to the Project.

6) OPERATION OF PROJECT AND SIGNAGE:

The Participant will maintain, or will cause to be maintained, all of the equipment and improvements implemented through each Project in good working order and will operate and maintain, or will cause to be operated and maintained, such equipment and improvements without any modification for a continuous period of at least 3 years following Project Completion.

7) DEFAULT

- a. The Delivery Organization may declare that an event of default has occurred if:
 - i. the Ultimate Recipient becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
 - ii. an order is made which is not being contested or appealed by the Ultimate Recipient or a resolution is passed for the winding up of the Initial Recipient or it is dissolved;
 - iii. in the opinion of the Delivery Organization, there has been a misrepresentation or breach of warranty under Article 9 (Representations and Warranties);
 - iv. in the opinion of the Delivery Organization, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;
 - v. any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in Article 5 (Conduct of Project), Article 20 (Impact Assessment) or Article 3 (Method of Payment) and any such defect has not been cured by or remedied by the Initial Recipient within thirty (30) days of written notice of such defect having been provided to the Initial Recipient; or

- b. If the Delivery Organization declares that an event of default has occurred, in addition to all other remedies provided under contract law, the Delivery Organization may exercise one or more of the following remedies:
 - i. suspend any obligation of the Delivery Organization to contribute or continue to contribute to the Eligible Expenditures of the Project or a part of the Project, including any obligation to pay any amount owing prior to the date of such suspension;
 - ii. terminate any obligation of the Delivery Organization to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;
 - iii. terminate this Agreement; and

For greater clarity, all above remedies are cumulative.

- c. The fact that the Delivery Organization does not exercise a remedy that the Delivery Organization is entitled to exercise under this Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Delivery Organization in any way from later exercising any other right or remedy under this Agreement or other applicable law.

8) PROJECT DETAILED INFORMATION:

The Delivery Organization and the Natural Resources Canada (the “NRCan”) shall have the right to publicize the features or equipment described in the Application to potential participants who are considering the initiative.

9) REPRESENTATIONS AND WARRANTIES:

The Ultimate Recipient represents, warrants and agrees that

- a. It has all required rights and authority to install the equipment and improvements and to carry out all other obligations in this Participant Agreement.
- b. All information in the Application, including any attached documentation, is true, accurate and complete;
- c. It has the authority and capacity to enter into this Agreement.

10) EVALUATION, MEASUREMENT AND VERIFICATION, AUDIT:

The Ultimate Recipient will participate in any studies, audits, evaluations or verifications conducted by the Delivery Organization, Canada, the Minister or the NRCan or their respective agents (collectively, the “Program Operators”) in connection with the Initiative, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the Initiative, and will provide to the Program Operators reasonable access to the Participant’s records and facilities for such purposes.

11) EQUIPMENT DISPOSAL AND DECOMMISSIONING:

The Ultimate Recipient will take all necessary steps to have equipment that was removed or replaced as part of any project disposed of or decommissioned in accordance with appropriate disposal or decommissioning processes, applicable laws, and in accordance with commercially reasonable environmental practices and shall evidence such activities by appropriate disposal certificates or similar documentation.

12) NO WARRANTY:

Except as specifically set forth or referenced in this Agreement, there are no representations, warranties, or conditions of either party to this Agreement, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose. Without limiting the generality of the foregoing, the Ultimate Recipient acknowledges that its participation in the Initiative is based upon its own assessment of the Initiative and not on any reliance on anticipated or projected results, and that such participation may not result in the achievement of any electricity savings or demand savings, which are expressly disclaimed by the Ultimate Recipient.

13) ASSIGNMENT:

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement will not be assigned to another person other than an affiliate except with the prior written consent of the Delivery Organization, which consent may or may not be unreasonably withheld or delayed.

14) TERM AND TERMINATION:

Except as otherwise specified herein, this Agreement will terminate upon Project completion, the expiration of the Period, upon notice from the Delivery Organization following any event of Default herein, or as otherwise determined by the Delivery Organization in its reasonable discretion. These sections will survive the termination of this Agreement for an additional three years:

- a. Article 22 (Accounts and Audits);
- b. Article 21 (Intellectual Property);
- c. Article 16 (Collection of Participant Information and Indemnity);
- d. Article 7 (Default);
- e. Article 24 (Reports); and
- f. Article 31 (Dispute Resolution).

15) THIRD PARTY BENEFICIARIES:

This Agreement is solely for the benefit of:

- a. the Delivery Organization, and its successors and assigns, with respect to the obligations of the Ultimate Recipient under this Agreement, and
- b. the Ultimate Recipient, and its successors and permitted assigns, with respect to the obligations of the Delivery Organizations under this Agreement;

and this Agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy.

16) COLLECTION OF PARTICIPANT INFORMATION AND INDEMNITY:

The Ultimate Recipient understands and agrees that by signing this Agreement and submitting the Application, whether or not this Application is accepted and this Agreement is ultimately signed by the Delivery Organization:

- a. It hereby consents to the collection, use, disclosure and other handling of any information it provides to the Program Operators, including personal information and records showing historical energy use and consumption (the "Ultimate Recipient") by the Program Operators for purposes relating to the operation, administration or assessment of the Initiative or the Application or the Agreement, and in connection with any reporting activities relating to the Initiative.

- b. It will indemnify and save harmless each of the Program Operators and their respective directors, officers and employees from any and all liability and all claims, losses, damages (including indirect or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the initiative, including by reason of the actual or alleged implementation of any Project and its operation or any other matter contemplated by this Application or the Agreement.

17) COMPLIANCE WITH LAWS:

Each party to this Agreement will comply with all applicable federal, provincial and municipal laws in relation to the Project.

18) FACSIMILE/ELECTRONIC SIGNATURES:

This Agreement may be executed and delivered by facsimile transmission or by any other method of electronic execution and the parties may rely upon all such signatures as though such signatures were original signatures.

19) GOVERNING LAW

This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of Ontario.

20) IMPACT ASSESSMENT

The Initial Recipient will stipulate in its agreement with Ultimate Recipients a suspension of payment if a Sub-Project becomes a “designated project” or a “project” as defined below:

“If, within the Eligible Expenditure Period, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to the *Impact Assessment Act*, the Parties agree that Canada’s obligations under this Agreement will be suspended until:

- a. In the case of a “designated project”:
 - i. the Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or
 - ii. the decision statement with respect to the “designated project” that is issued to the Initial Recipient sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.

- b. In the case of a “project”:
 - i. a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the Impact Assessment Act; or
 - ii. if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances;”

21) INTELLECTUAL PROPERTY

- a. All Intellectual Property that arises in the course of the Project shall vest in the Initial Recipient, or be licensed to the Initial Recipient in the event that a Initial Recipient’s subcontractor retains title to such Intellectual Property.
- b. The Initial Recipient shall supply to Canada the reports and documents described in the Reports Article, and the Initial Recipient hereby grants to Canada a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the Access to Information Act, make publicly available such reports and documents for non-commercial governmental purposes.

22) ACCOUNTS AND AUDITS

- a. Prior to the Project Completion and for **three (3) years** after the expiration of this Agreement, as described in Article 3 (***Duration of the Agreement***), the Ultimate Recipient shall, at its own expense.
 - i. keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;
 - ii. keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project ;
 - iii. on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents;
 - iv. allow the Minister, at the Minister’s own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule B (Description of the Project) were implemented in accordance with this Agreement; and
 - v. allow the Minister, at the Minister’s own expense and discretion, to conduct an audit to verify the accuracy of reports submitted under the Reports Article.

23) ACCESS

The Ultimate Recipient shall provide the minister access to all records, information, other documentation, and premises during the project as well as 36 months after the completion of the project.

24) REPORTS

- a. The Ultimate Recipient shall submit, no later than **fifteen (15) days** after the Claim Period a progress report which includes the following:
 - i. an employees' time summary sheet when claiming salary and benefits. On this summary sheet, the Ultimate Recipient must detail the number of hours, rate per hour and total amount for each task in this Agreement for each employee (or category of employees) and be certified by the Chief Financial Officer or Duly Authorized Officer;
 - ii. a detailed report of all travel including a breakdown of all transportation (e.g. airline costs, train costs, taxis), accommodation, travel times, per diem meal amounts, and any other costs;
 - iii. an updated financial report including: Project quarterly cash flow statement; updated budget by task, and a report detailing Eligible Expenditures and Contributions for each Sub-Project; and
 - iv. a written summary report on the progress achieved in the task(s) which will demonstrate the outcomes achieved in the reporting period; this report must identify any delays, issues or risks and details of mitigation plans regarding these issues.
 - v. a Project's activity report indicating a list of Sub-project locations, photographs for each location and a demonstration that the installed infrastructure is operational.
- b. The Ultimate Recipient shall submit, no later than **thirty (30) days** after the Project Completion a final report which includes the following:
 - i. a financial report that shall demonstrate how the Contribution was used, including the receipt of goods and/or services;
 - ii. a certification that the claims for payment of Eligible Expenditures of the Project have been Incurred and Paid;

25) DISPOSITION OF ASSETS

- a. The Ultimate Recipients shall seek written consent from the Initial Recipient as approved by NRCan before the disposal of any goods acquired or used for the Sub-Projects that are either disposed of or cease to be used for the Sub-Projects prior to the completion of the Sub-Projects and for three (3) years thereafter.

26) LEGAL RELATIONSHIP

- a. Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.
- b. The Ultimate Recipient shall not make any representation that:
 - i. the Ultimate Recipient is an agent of Canada or Essex Power Lines; or
 - ii. could reasonably lead any member of the public to believe that the Initial Recipient or its contractors are agents of Canada or Essex Power Lines.

27) ACKNOWLEDGEMENT

- a. Except for releases of information required to comply with securities regulations or other laws, where media announcements and public events relating to this Project are to be made by a Party, the Party shall use commercially reasonable efforts to give to the other a **three (3) weeks** prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.
- b. Canada through “Natural Resources Canada” is the source providing funding through Essex Energy for this program.

28) TIME OF ESSENCE

- a. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

29) FORCE MAJEURE

- a. The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a “force majeure event”). If a force majeure event frustrates the performance of this Agreement, Canada and by extension, the Delivery Organization, will only be liable for its proportionate share of the Eligible Expenditures Incurred and Paid to the date of the occurrence of the event.
- b. The performance of the obligation affected by a “force majeure event” as set out above shall be delayed by the length of time over which the event lasted. However, should the interruption continue for more than thirty (30) days, this Agreement may be terminated by Canada.

- c. Should either Party claim the existence of a “force majeure event” as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a “force majeure event” shall have the obligation to provide reasonable satisfactory evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

30) AMENDMENTS

- a. No amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.

31) DISPUTE RESOLUTION

- a. If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

32) SUCCESSORS AND ASSIGNS

- a. This Agreement shall inure to the benefit of and be binding on the Parties and their respective representatives, successors and assigns.

33) OFFICIAL LANGUAGES/LANGUES OFFICIELLES

- a. This Agreement is drafted in English at the request of the Parties. Les Parties ont convenu que le présent Accord soit rédigé en anglais.
- b. All public information documents related to the Project prepared or paid for in whole or in part by Canada must be made available in both official languages, when the Department of Natural Resources judges that this is required under the Official Languages Act. Tout document d'information publique préparé ou payé en tout ou en partie par le Canada ayant trait au Projet doit être offert dans les deux langues officielles, lorsque le Ministère des ressources naturelles le juge pertinent, conformément à la Loi sur les langues officielles.

34) COUNTERPART SIGNATURE

- a. This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF and other electronic copies, each of which when taken together, will constitute one instrument.

35) SEVERABILITY

- a. Any provision of this Agreement prohibited by law or otherwise ineffective, will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement. The Parties agree to negotiate in good faith a substitute provision, which most nearly reflects the Parties' intent in entering into this Agreement.

36) MISCELLANEOUS: Except as otherwise provided, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. This Agreement may not be varied, amended or supplemented except by an agreement executed by both of the parties. Each of the parties will, from time to time, on written request of the other party, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement the terms of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement, which will remain in full force and effect.

Date: _____

Name (Print): _____

Signature: _____

I have the authority to bind the Applicant to the to the terms and conditions of this Participant Agreement

SCHEDULE A

TERMS

"Agreement" means this Agreement and the attached Schedules A, B and C and the Application (and its Schedules), to the extent the information and details of the Project are contained within the Application or otherwise referenced herein;

"Application" means the Application submitted by the Ultimate Recipient, (revised as the case may be) and as ultimately approved in final form by the Delivery Organization and acceptable to the Minister to provide for the funding of Participant Incentives under the Program including at least a background, purpose, work description, results expected, and a budget;

"Claim Period" means the period to which each payment claim pertains;

"Criteria" means the criteria developed by the Development Organization to determine eligibility for the Program the receipt, applicability, sufficiency and reasonableness of which is hereby acknowledged by the Ultimate Recipient;

"Contribution" or **"Participant Incentive"** means the funding provided by the Minister under this Agreement and requested and subsequently (adjusted in advance of approval) and ultimately approved in the Application by the Delivery Organization;

"Eligible Expenditures" means any expenditures Incurred by the Ultimate Recipient, including contributions provided to Ultimate Recipients, as set out in Schedule B of the Application (Budget and Eligible Expenditures), within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;

"Eligible Expenditure Period" means the period starting **when this Agreement is signed to March 31, 2023**;

"Fiscal Year" means the period beginning on April 1st of any year and ending on March 31st in the next year;

"Fixed Asset" means a tangible non-current asset, including buildings and equipment, acquired not for sale but for use for the Project during the Eligible Expenditure Period;

"Incurred" means, in relation to an Eligible Expenditure, an Eligible Expenditure or a portion thereof that is owing and due by the end of each Claim Period;

"Incurred and Paid" means, in relation to an Eligible Expenditure, an Eligible Expenditure that the Initial Recipient has paid for;

"Intellectual Property" means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs;

"Interest Rate" means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations*, in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for any given month can be found at: <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html>;

"Minister" means the Minister of Natural Resources and includes any duly authorized officers or representatives;

"Party" means either the Delivery Organization or the Ultimate Recipient;

"Project" means the Project described in Schedule B (Description of the Project) of the Application and otherwise detailed in the Application;

"Project Completion" means the date on which the Ultimate Recipient provides the Delivery Organization with evidence, satisfactory to the Delivery Organization and as applicable, Canada, that the Project is complete and open for use by their intended users;

"Total Government Funding" means cash contributions provided by the federal government and other contributions from the provincial/territorial and municipal governments toward the Total Project Costs;

"Total Project Costs" means the Contribution and other verifiable cash or in-kind contributions either received or contributed by the Ultimate Recipient and directly attributable to the Project; and

"Ultimate Recipients" means entities that sign agreements with, and receive a portion of the Contribution from, the Initial Recipient to conduct the Sub-Projects.

SCHEDULE B

To the Agreement between

ESSEX POWERLINES CORPORATION

And

(Enter Organizations Legal Name)

DESCRIPTION OF THE PROJECT

TITLE	
OBJECTIVE	
DESCRIPTION	
BENEFITS	

PROJECT TASKS:

Number	Task	Description	Outputs
1			

SCHEDULE C

To the Agreement between

ESSEX POWERLINES CORPORATION

And

(Enter Organizations Legal Name)

BUDGET AND ELIGIBLE EXPENDITURES

1. Subject to the limitations set out in Article 6 (*Contributions*), Eligible Expenditures shall be associated with the execution of the various Activities as described in Schedule A (Description of the Project).

2. **Eligible Expenditures**

For Ultimate Recipients:

- Salary and benefits;
- Professional services (e.g. scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution; audit and evaluation);
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments; and
- GST, PST and HST net of any tax rebate to which the recipient is entitled.

NOTE: the following limitations apply to the approved budget above:

- 1) In accordance with the departmental GST/PST/HST certification form, the reimbursable Provincial Sales Tax, the Goods and Services Tax and the Harmonized Sales Tax costs must be net of any tax rebate to which the Initial Recipient is entitled.
- 2) In-kind costs are those contributions of goods or services provided by the Initial Recipient or other contributors that are considered towards Total Project Costs; however; they are not Eligible Expenditures.

- 3) The Initial Recipient will be paid travel and living expenses, reasonably and properly incurred in the performance of the tasks outlined in Schedule A (Description of the Project), at cost, without any allowance for overhead or profit in accordance with The National Joint Council Travel Directive, updated as required to cover the period during which the travel takes place at: <http://www.tbs-sct.gc.ca/psm-fpm/pay-remuneration/travel-deplacements/menu-travel-voyage-eng.asp>
- 4) The portion of the Contribution for each Sub-Project shall be less than \$100,000, and limited to the following amounts:

Eligible Electric Vehicle Technology Type	Maximum funding per unit installed
Level 2 connectors (3.3 kw to 19.2 kW)	Up to 50% of total Eligible Expenditures of the Sub-Project, to a maximum of \$5,000 per connector
Fast charger (20 kW to 49 kW)	Up to 50% of total Eligible Expenditures of the Sub-Project, to a maximum of \$15,000 per fast charger
Fast charger (50 kW to 99kW)	Up to 50% of total Eligible Expenditures of the Sub-Project, to a maximum of \$50,000 per fast charger

3. Non-Eligible Expenditures:

- In-kind;
- Land costs; and
- Legal costs for Ultimate Recipients.

4. Notwithstanding Article 25 (*Amendments*), provided the Contribution for any given Fiscal Year is not exceeded, the Initial Recipient may adjust any cost allocated by task as listed above by up to **Twenty percent (20%)** of that cost without providing notice to Canada. At the time of submitting a claim for payment, the Initial Recipient must provide Canada with a revised budget.

The Initial Recipient must submit a written request to Canada to make an adjustment greater than **Twenty percent (20%)**. The request must include a revised budget. This request is subject to the approval in writing by Canada's representative identified in Article 24 (*Notices*).