

## **LANDOWNER ACKNOWLEDGEMENT AGREEMENT**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2021 between Justin Bradley Moore and Miranda Lee Curley (the “**Landowners**”) and AIM SOP Phase I GP Inc. (the “**Proponent**”).

**WHEREAS** the Landowners are the registered and beneficial owner of a certain parcel or tract of land situated, lying and being in the Province of Ontario and legally described as set out in Schedule “A” attached to this Agreement (the “**Lands**”);

**AND WHEREAS** the Landowners wish to develop a cottage on the Lands (the “**Cottage**”) in the vicinity of the Project, and therefore wishes to execute this acknowledgement of the Project in furtherance of that development;

**NOW THEREFORE** in consideration of the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Landowners and the Proponent covenant and agree as follows:

### **1. DEFINITIONS**

In addition to those terms defined in the recitals hereto, in this Agreement:

“**Facilities**” means collectively all buildings, structures, improvements, fixtures, installations, equipment or chattels constructed, installed and operated for the purpose of the Project, including all wind turbines units, transformer stations, access roads, electrical supply cables, perimeter fences and appurtenances thereto; and

“**Project**” means the Mohawk Point wind energy project operated by the Proponent in the vicinity of the Lands as shown on the map on Schedule “B”, including all Facilities related thereto.

### **2. COVENANTS OF THE LANDOWNERS**

2.1 The Landowners acknowledge and agree that the Project was in operation prior to the development or construction of the Cottage and will continue to operate after the construction of the Cottage while the Cottage is in use.

2.2 The Landowners shall not:

2.2.1 engage in, or authorize or permit any other party to engage in, any activity on or about the Lands that may impede or restrict access to the Project or impede or decrease, either directly or indirectly, the output or efficiency of wind energy at the Project;

2.2.2 enter, damage, alter or interfere with any structure or other improvement forming part of the Facilities; and

2.2.3 interfere with the operation, maintenance or decommissioning of the Project.

2.3 If any of its activities negatively impact on the operation, maintenance or decommissioning of the Facilities or Project, the Landowners agree to cease and desist such activities immediately upon notice from the Proponent.

2.4 The Landowners covenant and agree to execute and to not object to, all applications, consents, permissions, postponements, and any other documents and assurances which the Proponent may require in connection with obtaining any rezoning, governmental approvals, consents, permits or variances (collectively, "Approvals") and in connection with entering into by the Proponent of any agreement with such governmental and public authorities as may be necessary to give full force and effect to and in furtherance of the Proponent's applications, and the Landowners shall produce all other documents and information which may be required in connection with such applications. the Proponent agrees that the obligation of the Landowners pursuant to this Section shall be restricted to execution of documents and production of documents and information and shall not impose upon the Landowners any financial obligation whatsoever.

2.5 The Landowners acknowledge and agree that the Proponent or its agent shall, at its cost and expense, register a notice of this Agreement and any documentation related hereto in the Land Registry Office for the area in which the Property is situated, and the Landowners agree to execute, at no cost to Proponent, all necessary instruments, plans and documentation for that purpose.

2.6 If the Landowners lease, license or grant a right to another person to occupy, use or farm on the Lands, the Landowners shall notify that person of the Proponent's rights and interest hereunder and the Landowners shall indemnify and save the Proponent harmless from and against any claims asserted against the Proponent by that person or those claiming through that person and from and against any losses damages or costs that the Proponent may suffer arising from that person's rights.

### 3. LIMITATION OF LIABILITY AND RELEASE

3.1 The Proponent shall not be liable for any impact to any person on the Lands resulting from or arising out of the Project or any occurrence in, upon, at or relating to the Proponent's activities near the Lands, or for any damage to the Lands or property of the Landowners or others located on the Lands, except to the extent caused by the negligence of the Proponent, its agents, servants or employees or other persons for whom it is in law responsible. Notwithstanding the foregoing or anything else in this Agreement, neither the Proponent nor the Landowners shall be liable to the other party for any consequential, indirect, special or punitive damages.

3.2 The Landowners hereby remise, release and forever discharge the Proponent and its affiliates and their present and former directors, officers, agents, servants and employees (hereinafter called the "**Releasee**", which term includes successors, heirs, executors, estate trustees, administrators and assigns) of and from all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims, regulatory complaints and demands whatsoever which the Landowners ever had, now have or may hereafter have against the Releasee, or any of them, for or by reason of, or in any way arising out of any cause, matter

or thing existing up to the present time, and without limiting the generality of the foregoing, in respect of all matters relating to the operation, maintenance and decommissioning of the Project and the Facilities.

**4. MISCELLANEOUS**

4.1 This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

4.2 This Agreement constitute the entire agreement between the Parties pertaining to the subject matter hereof, and amends, replaces and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties whether oral or written. No supplement, amendment, modification, waiver or termination of this Agreement shall be binding unless in writing and executed by the Parties.

4.3 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, as the case may be.

4.4 This Agreement may be signed in counterparts.

**5. INDEPENDENT LEGAL ADVICE**

The Landowners confirm to the Proponent that the Landowners have reviewed this Agreement with the Landowners' independent legal counsel and fully understands the Landowners' rights and obligations under this Agreement.

*[Signature pages follow.]*

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement:

**LANDOWNERS**

By: \_\_\_\_\_  
JUSTIN BRADLEY MOORE

By: \_\_\_\_\_  
MIRANDA LEE CURLEY

**AIM SOP PHASE I GP INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

**Schedule "A"**

**Lands**

Parts 5-8 on Plan 18R-7104

PIN 38126-0251(LT)

## Schedule "B"

### Project Location Map

