WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐

To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Alex Dunphy, Senior Planner

Date: September 12, 2024

Subject: Development Agreement: Ellershouse 3 Wind Project; File # 21-16

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

Staff recommends that the PAC/HAC forward a positive recommendation by passing the following motion:

…that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow a Wind Farm on PIDs 45407194, 45407202, 45407210, 45407228, 45407244, 45407251, 45407269, 45407277, 45407285, 45407178, 45407236, 45407152, 45407160, 45407186, and a portion of PIDs 45407137 and 45407145 which is substantively the same as the draft set out in Attachment B of the report File #21-16 to the Planning and Heritage Advisory Committee dated September 12, 2024.

…that PAC/HAC recommends that Council require that the development agreement with Ellershouse 3 Wind Limited Partnership, Wagner Forest NS Ltd., and Atlantic Star Forestry Ltd. for PIDs 45407194, 45407202, 45407210, 45407228, 45407244, 45407251, 45407269, 45407277, 45407285, 45407178, 45407236, 45407152, 45407160, 45407186, and a portion of PIDs 45407137 and 45407145 be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐

An initial completed application was received on October 19, 2021, from Andrea Garcia on behalf of Potentia Renewables Inc. The application was for a development agreement to permit an additional 12 turbines as an expansion to the existing Ellershouse wind farm. Following the submission, there was an extended period of time where the applicants continued work on the background studies and design of the project.

On July 5, 2023, the Minister of the Department of Environment and Climate Change approved the project's Environmental Assessment subject to compliance with certain terms and conditions (Attachment C).

On March 20, 2024, an update to the initial application was received and the applicant advised that the project was ready for consideration under the development agreement process.

DISCUSSION

The wind farm proposal consists of 14 PIDs and a portion of two additional PIDs, covering approximately 2,350 acres in total area. The lots are primarily cleared forestry land abutting Panuke Lake. The lots are owned by Atlantic Star Forestry, leased by Wagner Forestry and sub-leased by Potentia Renewables Inc. for this wind project.

All of the properties within the project area are designated Resource on the Generalized Future Land Use Map (GFLUM) of the West Hants Municipal Planning Strategy (Figure 2). This designation outlines the intention to permit primarily resource uses in a rural environment, which the proposal matches.

All of the properties within the project area are zoned General Resource (GR) on the Zoning Map of the West Hants Land Use By-law (Figure 1). Permitted uses in the General Resource (GR) zone consist of agricultural uses, automobile service stations, forestry and other resource uses, low density residential uses, retail and service shops.

Surrounding Context

All properties abutting the project area are designated Resource and zoned General Resource (GR), aside from a few properties north of the project area near Highway 101. These properties are within the community of Ellershouse and are designated Hamlet and zoned primarily Rural Residential (R-4). The project area for the additional wind turbines is located further south than the original Ellershouse wind farm development and the closest proposed wind turbine is setback a distance of over 4 km from the nearest recorded dwelling.

West Hants Land Use By-law

Section 6.0 of the WHLUB, *Development Agreements*, states that "*The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy*:

(aa) permanent or long-term installations of large wind turbines or wind farms outside the Growth Centre, Village and Hamlet designations in accordance with Policy 4.22.4 of the Municipal Planning Strategy."

Development Agreement

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use By-law and the Municipal Planning Strategy must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the Municipal Planning Strategy, Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

A proposal being considered must be measured against only the specific and general criteria for the proposal in the Municipal Planning Strategy and not any other criteria.

Municipal Planning Strategy Document Review

Policy 4.24.4 is the primary enabling policy to be considered for this application. This policy provides Council with the ability to consider installations of large wind turbines or wind farms outside of the Growth Centre, Village, and Hamlet designations by development agreement. The Policy also includes criteria which must be met by the proposed development (Attachment A). In summary, the proposal meets the criteria since:

- the proposed development has received Environmental Assessment Approval from the Minister of Environment and Climate Change;
- the proposed development is required to provide a Shadow Flicker Impact Assessment and a Sound Level Impact Assessment as part of the conditions to the Environmental Assessment Approval to ensure that adequate separation distances are maintained from adjacent land uses to minimize impacts of noise and shadow and to ensure public safety;
- based on the visualizations, the proposed development appears reasonably suited for the resource context of the area; and
- the developer is working directly with the Nova Scotia Department of Public Works to ensure that all necessary permits and road upgrades are completed.

Policy 16.3.1 establishes the general criteria that all development agreements must meet (Attachment A). In summary, the proposal meets the criteria as:

- the proposal is not considered premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Manager of Building and Fire Inspection Services, Area Manager of the Nova Scotia Department of Public Works, and Municipal Engineer have no concerns which have not been addressed in this report.

NEXT STEPS

The anticipated process for this application is as follows:

Process
Staff Review
▼
Public Information Meeting – May 7
▼
PAC/HAC receives staff report and PIM Notes **PAC/HAC Review and Recommendation – September 12**
▼
Regional Council First Reading – September 24*
▼
Public Hearing & Second Reading – October 22*
▼
Notice of Approval
▼
14-day Appeal Period

*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality or residents with regard to the filing of this report.

ALTERNATIVES

In response to the application, PAC/HAC may recommend that Council:

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC/HAC;
- hold First Reading and authorize a Public Hearing to refuse the development agreement as drafted, citing the criteria that PAC/HAC consider not to be met; or
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

Figure 1	West Hants GFLUM Extract
Figure 2	West Hants Zoning Map Extract

Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Environmental Assessment Approval and Terms and Conditions
Attachment D	Public Information Meeting Notes

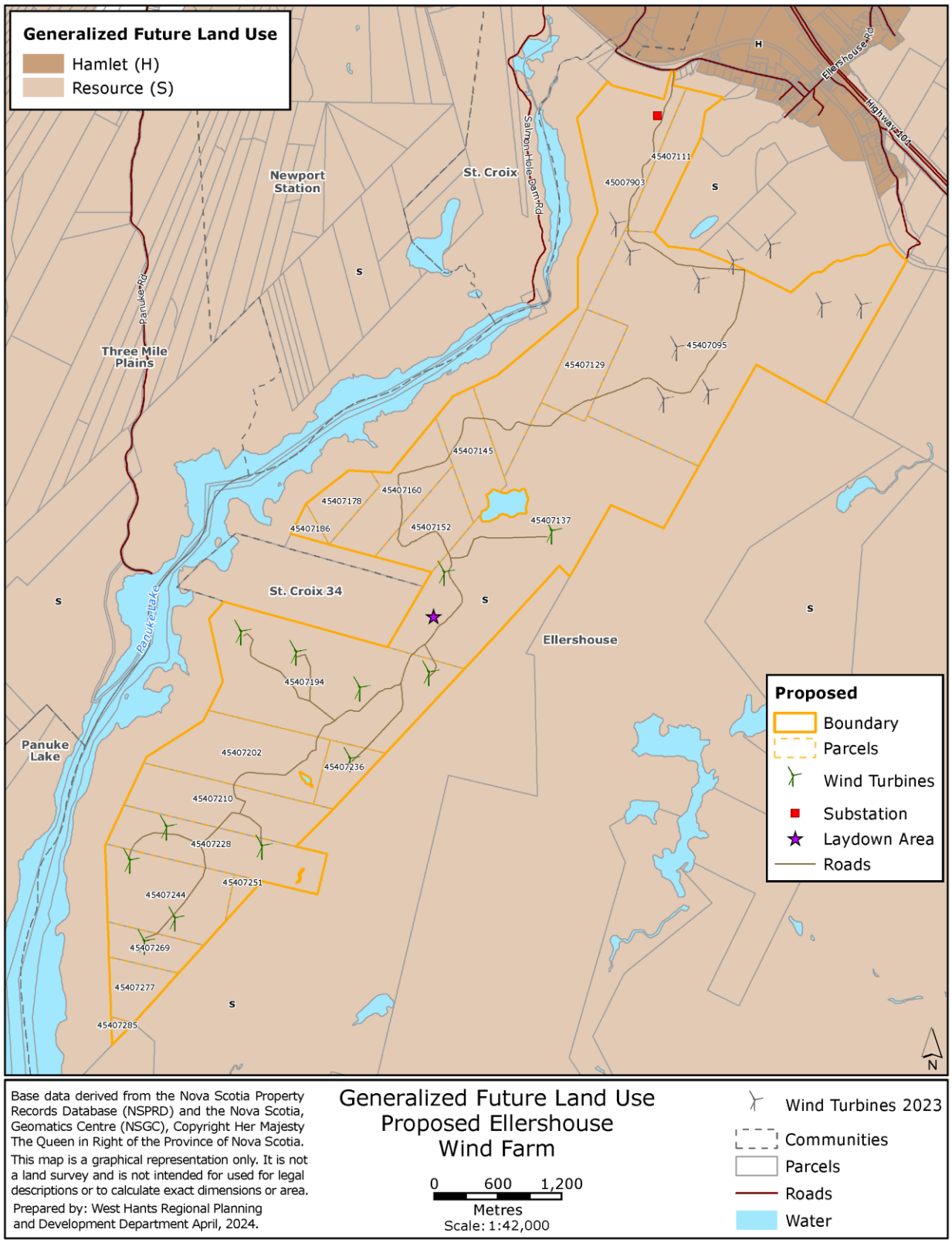
Report Prepared by: _____

Alex Dunphy, Senior Planner

Report Approved by: _____

Sara Poirier, Director of Planning and Development

Figure 1 – West Hants GFLUM Extract



Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia.

This map is a graphical representation only. It is not a land survey and is not intended for used for legal descriptions or to calculate exact dimensions or area.

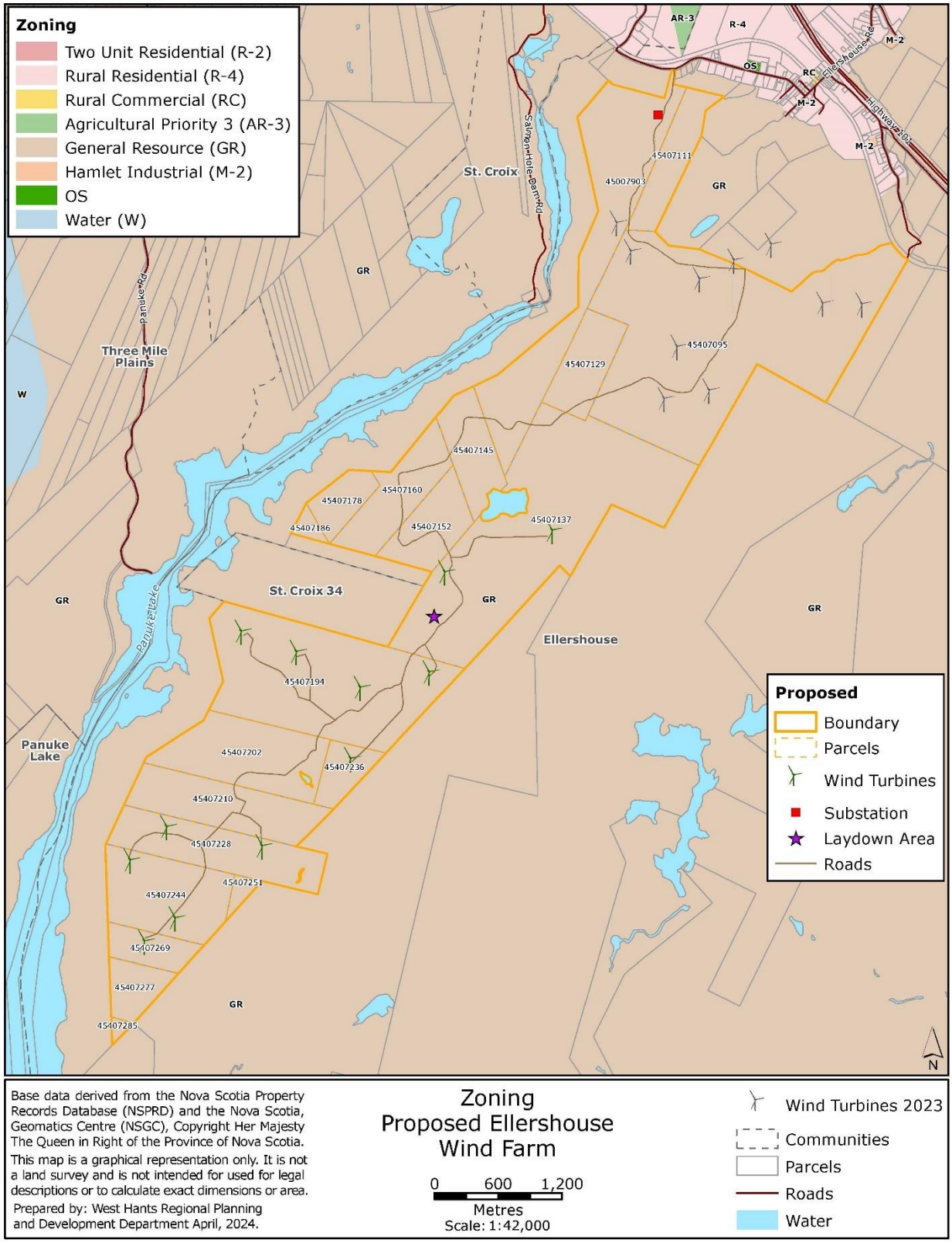
Prepared by: West Hants Regional Planning and Development Department April, 2024.

Generalized Future Land Use
Proposed Ellershouse
Wind Farm

0 600 1,200
Metres
Scale: 1:42,000

Wind Turbines 2023
Communities
Parcels
Roads
Water

Figure 2 – West Hants Zoning Map Extract



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Zoning
Proposed Ellershouse
Wind Farm

0 600 1,200
Metres
Scale: 1:42,000

Wind Turbines 2023
Communities
Parcels
Roads
Water

Attachment A – Policy Summary for Development Agreement

Policy 4.24.4 *It shall be the policy of Council to consider the development of permanent or long-term installations of large wind turbines or wind farms outside the Growth Centre, Village and Hamlet designations by development agreement, having regard to the following:*	
(a) any required provincial and/or federal government environmental assessment processes have been completed;	The Environmental Assessment was submitted to the Nova Scotia Department of Environment and Climate Change on May 16, 2023. The Minister of Environment and Climate Change decided to grant approval on July 5, 2023, subject to a number of conditions, which are further outlined in Attachment C. The development agreement is contingent on the proposed wind farm adhering to the conditions of the Environmental Assessment Approval.
(b) adequate separation distances are maintained from adjacent land uses to minimize impacts of noise and shadow and to ensure public safety;	The conditions of the Environmental Assessment approval require the applicant to ensure that operational noise levels at any permanent or seasonal receptors do not exceed 40 dBA and that shadow flicker does not exceed the shadow flicker limits of 30 minutes per day, or 30 hours per year, at any permanent or seasonal receptor. The conditions also require the applicant to provide updated shadow flicker assessment, noise modelling, and the final turbine placement to the Department of Environment and Climate Change prior to road construction and/or upgrades. During negotiations, staff requested a wind turbine setback from abutting properties of 1.1 times the height of the wind turbine. Four of the proposed turbines (T2, T6, T7, and T11) included on the site plan within the draft development agreement are not able to meet the 1.1 times turbine height setback from abutting properties by

	approximately 59 ft. (18 m.). One of the turbines (T2) is abutting Annapolis Valley First Nations (AVFN) reserve land. The developer confirmed that as a majority owner of the project, the AVFN approved the project meeting a setback distance equaling to turbine height. The other three turbines (T6, T7, and T11) are abutting Provincial Crown Land. The Province has already given approval of the project design through the Environmental Assessment Approval process. To do the above reasons, staff consider the separation distances provided in the site plan to be adequate.
(c) the development is not visually intrusive in the landscape, taking into account the location and distance from which it is visible, and the significance and sensitivity of the landscape, topography, vegetation and built form in the surrounding area;	The proposed wind farm is a reasonable extension of the existing Ellershouse wind farm given the zoning, designation, and distance from other surrounding uses. The Environmental Assessment Approval process provides criteria for addressing landscape, topography, vegetation, and built form in the surrounding area. The applicant prepared visualizations of the proposed wind turbines as part of the Environmental Assessment package submitted to the Province (Figures - Part 13 and 14 on the Provincial website at https://novascotia.ca/nse/ea/ellershouse-3-wind/). These visualizations display a minimal affect on the landscape, as the surrounding area is of a rural nature and intended for resource activities primarily. As the project has received Environmental Assessment Approval, this criterion can be considered met.
(d) safe roadway access can be provided;	The Area Manager of the Nova Scotia Department of Public Works (NSDPW) commented that the existing access from Ellershouse Road provides safe roadway access to the project area.

(e) any other matter which may be addressed in a development agreement; and	All relevant matters have been addressed.
(f) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.	See below

Policy 16.3.1 *In considering development agreements and amendments to the West Hants Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:*	
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Municipal Public Works Department confirmed that there are no municipal services on the subject lot. It is unlikely that the proposed uses would need sewer and water services, however any on-site services must meet the requirements of the Nova Scotia Department of Environment and Climate Change.
(ii) the adequacy of school facilities;	N/A
(iii) the adequacy of fire protection and other emergency services;	The Manager of Building and Fire Inspection Services commented that Building Officials do not issue any building permits for wind turbines. They would only issue building permits for any buildings associated with the operation of the wind facility. The local Fire Chief commented that they have no concerns regarding fire protection. Additionally, they expressed interest in discussing with the developer regarding the rescue of workers from within the wind turbines if necessary. Since then, the developer has been in communication with both the Fire Chief and the Municipal Emergency Management Coordinator to further discuss such matters.

	The draft development agreement also sets out the requirement for the developer to consult with the Fire Chief and the Municipal Emergency Management Coordinator on the access, Contingency Plan, and fire detection and suppression systems in the nacelle of each turbine.
(iv) the adequacy of road networks adjacent to, or leading to the development; and	The Area Manager of the NSDPW commented that further discussions will be required with the developer regarding Provincial road network. The developer will be required to address all necessary road network improvement and permitting outlined by the NSDPW for the proposed wind farm.
(v) the financial capacity of the Municipality to absorb any costs relating to the development.	There are no anticipated costs to the Municipality regarding this development.
(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;	Any on-site services must meet the requirements of the Nova Scotia Department of Environment and Climate Change.
(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;	Refer to comments regarding Policy 16.3.1 (a) (iv). There is no active rail line in the area.
(d) the adequacy of the dimensions and shape of the lot for the intended use;	The wind farm proposal consists of 14 PIDs and a portion of two additional PIDs. The project area measures approximately 2,350 acres in total area. The Development Officer commented that they had no concerns regarding the adequacy of dimensions and shape of the subject lots.
(e) the pattern of development which the proposal might create;	This proposal is an extension to the existing wind farm abutting Ellershouse Road. The pattern of development for the Resource designation consists of

	private road residential developments, small scale commercial uses, resource uses, as well as the existing Ellershouse wind farm. The Development Officer commented that they had no concerns regarding the pattern of the proposed development. The proposed wind farm is considered consistent with the intent of the Resource designation.
(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, wetlands, and susceptibility of flooding;	The Municipal Climate Change Action Plan (MCCAP) for West Hants (2013) Inland Flooding map shows part of the properties identified as having a 0 - 0.10m depth to water table. Section 4.3.2 of the MCCAP (pg. 40-41) explains the Inland Flooding map in more detail. It states "The Depth to Water Table categories, as seen on the map, indicate quality of drainage: the 0-0.10 m class is generally associated with poor drainage and the 0.11-0.50 m class with imperfect drainage. These areas can be used to infer where water will naturally flow and/or accumulate in the landscape." The draft development agreement requires a surface water management plan (equivalent to a stormwater management plan) to be submitted to the Public Works Engineering Division to ensure pre- and post-development flows are met prior to receiving a development permit for the proposed uses. Matters regarding the suitability of the environment for the project area are further addressed through the Environmental Assessment Approval conditions. The developer will be required to meet all the conditions of the Environmental Assessment

	Approval including submitting a surface water management plan, a sediment and erosion control plan, and a wildlife management plan.
(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and	All Municipal, Provincial, and Federal regulations will have to be met.
(h) any other matter required by relevant policies of this Strategy.	All relevant matters have been addressed in this report.

Attachment B - Draft Development Agreement

West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2024 (the "Agreement")

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

ELLERSHOUSE 3 WIND LIMITED PARTNERSHIP by its general partner ELLERSHOUSE 3 GP INC., a limited partnership formed under the laws of Nova Scotia, with a head office at 200 Wellington Street West, Toronto, Ontario, M5V 3C7, Canada,

(Hereinafter referred to as the "Developer")

OF THE SECOND PART

- and -

WAGNER FOREST NS LTD., a body corporate, with an office at 1019 Prince Street, Suite B, Truro, in the County of Colchester, Province of Nova Scotia,

(Hereinafter referred to as the "Sublessor")

OF THE THIRD PART

- and-

ATLANTIC STAR FORESTRY LTD., a body corporate, with a mailing address at 10 Church St., Truro, in the County of Colchester, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE FOURTH PART

WHEREAS the Developer having entered into a sublease with the Sublessor for certain lands of the Owner which the Owner has leased to the Sublessor, intends to develop the property within the bounds of the Municipality as PIDs 45407194, 45407202, 45407210, 45407228, 45407244, 45407251, 45407269, 45407277, 45407285, 45407178, 45407236, 45407152, 45407160, 45407186, and a portion of PIDs 45407137and 45407145, as described in Schedule "A" attached hereto, and as depicted on the site plan attached hereto as Schedule "B", hereinafter collectively called the "Property", for the purpose of building and operating a Wind Energy Facility (as defined below).

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow the development, construction and operation and maintenance of a Wind Farm (as defined in the *West Hants Land Use By-law* (the "Land Use By-law")) on the Properties (the "Development") pursuant to Policy 4.24.4 of the *West Hants Municipal Planning Strategy* (the "Municipal Planning Strategy") and Section 6.1 of the Land Use By-law; and

AND WHEREAS the Council of the Municipality, at a meeting held on **[Month Day], 2024**, approved this request and adopted this Agreement by policy, subject to the execution of this Agreement by the parties hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A – Legal Description of Parcels

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Schedule B – Site Plan

1.2 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use Bylaw or the *Municipal Government Act* from time to time, except those as defined as follows:

(a) *Minister* means the Nova Scotia Minister of Natural Resources and Renewables;

(b) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Municipality of the District of West Hants, approved on May 13, 2008, as amended, or successor by-laws;

(c) *Land Use By-law* means the Land Use By-law of the Municipality of the District of West Hants, approved on May 13, 2008, as amended, or successor by-laws;

(d) *Subdivision By-law* means the Subdivision By-law of the Municipality of the District of West Hants, approved on May 13, 2008, as amended or successor by-laws;

(e) *Environmental Assessment Approval* means the Environmental Assessment Registration Document, any subsequent Addendum, the Minister's Decision dated July 5, 2023, and the accompanying terms and conditions, as well as all supportive documents such as, but not limited to, the Environmental Protection Plan and the Sedimentation and Erosion Control Plan which must be submitted to Nova Scotia Environment and Climate Change;

(f) *Project Area* means all properties which are included as part of the overall Development as shown on Schedule “B” attached hereto;

(g) Property and Properties means the properties identified in the recitals hereto;

(h) *Turbine* means a wind energy conversion system whose parts include a foundation, tower, nacelle, rotor assembly, blades, and any components within, or attached thereto and *Turbines* shall mean more than one Turbine;

(i) *Turbine Height* means a vertical distance measured from grade to the tip of the highest extended rotor blade;

(j) *Wind Energy Facility* (hereinafter sometimes referred to as the "Facility") means a facility containing all equipment and improvements necessary for the conversion and delivery of wind energy into electricity, including, but not limited to:

(i) one or more Turbines and associated electrical controllers;

(ii) any electrical distribution lines or cabling or other transmission lines, a substation and other transmission equipment, communication lines, electric

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transformers, towers, interconnection or switching facilities, telecommunication equipment, energy storage facilities, power generation facilities, access roads, driveways, meteorological towers, collector system, water wells, wind measurement equipment, maintenance/administrative/control or other service buildings, maintenance yards, fencing, gates, berms or other earthworks for environmental protection, signage, and any related equipment, apparatus, accessories, works or appurtenances thereto.

(k) Commencement of Commercial Operation means the earliest date upon which energy is generated by the Wind Energy Facility for sale under the Facility's contract to sell energy.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Property shall be limited to the following:

(a) those uses permitted by the underlying zoning in the Land Use By-law; and

(b) the development, construction, operation and maintenance of a Wind Energy Facility and ancillary uses related thereto including but not limited to all associated components, equipment and improvements necessary for the conversion of wind energy into electricity and delivery thereof subject to a maximum of twelve (12) turbines.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law and the Subdivision By-law apply to any development undertaken pursuant to this Agreement.

2.2 Development Location and Design

(a) The Development location and design shall be consistent with the site plan attached hereto as Schedule "B".

(b) The Development Officer may approve changes to the location of the equipment or other aspects of the site plan, and inclusion of additional parcels of land in the Property, provided that setbacks listed in Section 2.3, *Site Requirements,* of this Agreement are met. Changes to the site plan may also be approved in accordance with reports generated in response to Section 2.8, (c), *Environmental Assessment Approval,* of this Agreement provided that the setbacks listed in Section 2.3, *Site Requirements,* of this Agreement are met.

(c) The Developer shall ensure that the Turbine colouring will conform with Transport Canada regulations for aviation safety.

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(d) The Parties acknowledge that the Developer has received or may later receive, registered easements (the "Easements") over certain lands of the Owner which the Developer may use for access purposes and to support the Wind Energy Facility. Such support to the Wind Energy Facility may include but is not limited to installing power transmission lines and other related equipment. For greater certainty, no Turbines shall be located on the Easement Property and at all times the Developer's use of the Easement Properties shall be in compliance with this Agreement, as if the Easement Properties were part of the Property, as defined in section 1.2(f).

2.3 Site Requirements

(a) Each Turbine shall conform to the following site requirements:

Minimum Lot Area	2 acres (0.81 hectares)
Minimum Setback from any Lot Line or any dwelling on the same lot*	Turbine Height
Minimum Setback between any Turbine measured from the closest edge of the base of the tower to any dwelling, hotel, motel, or apartment hotel existing as of [MONTH, DAY], 2024 unless written permission is given by the owner thereof	1,000 meters (3,280 feet)
Minimum Setback between any Turbine measured from the closest edge of the base of the tower to any woods camp existing as of [MONTH, DAY], 2024 unless written permission is given by the owner thereof	550 meters (1,804 feet)
* This setback only applies to lot lines of the Properties which are abutting neighbouring properties outside of the Project Area. For clarity, lot lines within the Project Area are not required to meet this setback.	

(b) Accessory buildings are permitted in accordance with Section 5.1 of the West Hants Land Use By-law, *Accessory Buildings and Structures*.

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(c) Nothing in this Agreement shall prevent the future reconstruction, repair or renovation of any accessory building on the Property which is part of the Wind Energy Facility, provided all requirements of this Agreement and the Land Use By-law can be met.

2.4 Access

(a) The Developer shall use commercially reasonable efforts to minimize the duration and volume of traffic to and from the proposed Development in the vicinity of the driveway providing access to Ellershouse Road and ensure that all required permits are received from Nova Scotia Department of Public Works and any other applicable traffic authority.

2.5 Signs and Lighting

(a) Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the West Hants Land Use By-law, *Illumination* and *Signs*, which controls lighting, size, location, and number of signs.

(b) The Developer shall ensure that any illumination has as minimal impact as reasonably possible and will use dimmable lighting to adjust the brightness of any lights if approved by Transport Canada.

(c) The Developer shall ensure that any illumination not required by Transport Canada shall not project glare or direct illumination onto adjacent properties other than those of the Owner.

2.6 Operation and Maintenance

(a) The Developer shall ensure that the Facility is operated in accordance with the "Environmental Assessment Approval Conditions" as registered with Nova Scotia Department of Environment and Climate Change as part of the Environmental Assessment Approval, and in particular that:

(i) the sound level generated by the operation of the Turbines does not exceed the forty (40) dBA maximum relative to identified receptors as prescribed by Nova Scotia Environment and Climate Change in the Environmental Assessment Approval; and

(ii) the period of shadow flicker does not exceed thirty (30) hours per year, or thirty (30) minutes per day, relative to identified receptors as prescribed by Nova Scotia Environment and Climate Change in the Environmental Assessment Approval.

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(b) The Developer shall build, repair and maintain the Facility so that it is in good repair and workmanlike condition in accordance with good utility practice.

(c) The Developer shall obtain and maintain, as the case may be, all necessary permits and approvals required by the Federal, Provincial, and Municipal Governments in connection with the operation of the Facility.

(d) The Developer shall ensure that the operation of the Facility is regularly monitored, remotely or by designated on site personnel so as to maintain awareness of its current condition.

2.7 Hazardous Materials and Fire Protection

(a) Any hazardous materials on site shall be stored, handled, and labeled in accordance with the Environmental Assessment Approval Regulations and the Workplace Hazardous Materials Information System (WHMIS) Regulations.

(b) The Developer shall consult with the Chief of the Fire Department having jurisdiction on the design and construction of the Facility and shall ensure adequate access for fire vehicles.

(c) The Developer shall provide necessary equipment, training or onsite infrastructure required for adequate emergency response, as reasonably determined by the Chief of the Fire Department having jurisdiction. The Contingency Plan, as defined under and required by the Environmental Assessment Approval shall be shared with the Chief of the Fire Department having jurisdiction and the Municipal Emergency Management Coordinator having jurisdiction.

(d) The Developer shall consult with the Chief of the Fire Department having jurisdiction on the installation and operation of a fire detection and suppression system in the nacelle of each Turbine and shall ensure the adequacy of such equipment. For clarity, no such fire detection and suppression system shall be required unless the Developer concludes, acting reasonably, that such system is required.

2.8 Stormwater Management

A Surface Water Management Plan, as defined in the Environmental Assessment Approval, must be completed by a Professional Engineer and submitted by the Developer to the Development Officer for review by the Municipal Engineer prior to a development permit being issued for any work within the Project Area. Such Plan shall comply with any applicable municipal and provincial storm water management regulation or bylaw provisions in place at the time the development permit is issued.

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The Surface Water Management Plan must confirm that post-development peak flows leaving the Project Area are equal to pre-development peak flows for a 1 in 5-year storm event. Further the Surface Water Management Plan must be designed to protect the Turbines and associated development from flooding during a 1 in 100-year storm event. Should the Surface Water Management Plan be found in the reasonable opinion of the Municipal Engineer not to perform according to these design standards, the Developer shall carry out such remediation as may reasonably be directed by the Municipal Engineer.

2.9 Environmental Assessment Approval

The Developer shall undertake to ensure that environmental impacts associated with the proposed Development are minimized or mitigated to the maximum extent possible, and in particular that:

(a) any access roads or driveways constructed be kept to the minimum width reasonably necessary;

(b) any clearing of land for Turbine foundations, crane pads, laydown areas or other Facility components is kept to the minimum area reasonably required; and

(c) all activities are undertaken as prescribed by Nova Scotia Environment and Climate Change in the Environmental Assessment Approval, and all other applicable sections of this Agreement.

2.10 Decommissioning

(a) In the event that Notice of Intent to Discharge this Agreement is given to the Developer in accordance with Section 3.5 of this Agreement, the Municipality shall require the Developer to decommission the Wind Energy Facility.

(b) The Developer shall ensure that the decommissioning of the Facility is carried out in compliance with all Nova Scotia Environment and Climate Change regulations and in accordance with the Environmental Assessment Approval Regulations.

2.11 Decommissioning Fund

The Developer shall create a decommissioning fund (the “Decommissioning Fund”) for the purpose of reserving or providing for necessary monies to decommission the Wind Energy Facility located on the Property. The Developer shall elect how to establish and manage this fund, which may include any one of the following:

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(a) a letter of credit reasonably acceptable to the Municipality in form and substance and from a financial institution reasonably acceptable to the Municipality, Owner and Sublessor;

(b) creation of a performance bond reasonably acceptable to the Municipality, Owner and Sublessor;

(c) creation of a special escrow account by the Developer reasonably acceptable to the Municipality, Owner and Sublessor; or

(d) another effective alternate method reasonably acceptable to the Municipality, Owner and Sublessor.

(i) Following the Commencement of Commercial Operation, the Developer shall provide notice of the same to the Municipality within 30 days, with a copy of such notice to the Owner and Sublessor.

On or before the fifth anniversary of the Commencement of Commercial Operation of the Wind Energy Facility (and at least 180 days prior to any proposed substantive change in the form or management of the Decommissioning Fund), the Developer shall provide to the Municipality a written description of its plan to establish (or alter) and manage the Decommissioning Fund, with a copy to the Owner and Sublessor. The Municipality, Owner and Sublessor may review the plan for its adequacy and shall provide written notice of acceptance or rejection (with reasons therefore) within thirty (30) days following the submission of the plan. If such plan is rejected by the Municipality, Owner or Sublessor for any reason, the Developer shall have the opportunity to submit a revised plan within 90 days from the submission of the initial plan. If the parties cannot agree to a suitable plan within 120 days of the Municipality's receipt of said initial plan, the matter may be arbitrated by a single arbitrator under the *Commercial Arbitration Act* of Nova Scotia with the arbitrator having jurisdiction to stipulate the nature and terms of the Decommissioning Fund. By the thirteenth anniversary of the Commencement of Commercial Operation and every ten years thereafter, an independent engineer or assessor designated jointly by the Developer, Municipality, Owner and Sublessor at the Developer's expense, shall estimate the sum of money estimated to be sufficient to decommission the Wind Energy Facility net of any salvage value, which amount shall become the amount then required to be held in the Decommissioning Fund. The sole purpose of the Decommissioning Fund is to pay (directly or through reimbursement) all expenses related to removing and lawfully disposing of the Wind Energy Facility and all of its components up to three feet underground except for access roads and/or any other components which may be agreed upon by the Municipality, Owner and Sublessor in writing. Any interest earnings

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on the assets of the Decommissioning Fund shall be the property of the Developer, and any balance will be the property of the Developer at the discharge of this Agreement in the event that (i) the Wind Energy Facility has already been decommissioned by the Developer or (ii) the Municipality, Owner, Sublessor and the Developer mutually agree not to decommission the Wind Energy Facility in whole or in part. The Developer is liable for any and all costs of decommissioning the Wind Energy Facility, whether or not they are fully provided for by the Decommissioning Fund. This liability shall survive the discharge of this Agreement.

If at any time:

(1) the Owner or Sublessor gives notice to the Municipality that the lease or sublease has been terminated or expired and the Developer has failed to decommission the Wind Energy Facility located on the Property; or

(2) the Municipality has discharged this Agreement and the Developer has not decommissioned the Wind Energy Facility in accordance with Section 2.10 despite an obligation of the Developer to do so; and in either case the Owner or Sublessor then gives further notice to the Municipality in respect of the same and the Municipality has not either:

(A) caused the Developer to decommission the Wind Energy Facility in accordance with Section 2.10; or

(B) enforced and collected upon the Decommissioning Fund, applied the proceeds against the decommissioning expense, and caused decommissioning to be completed, within twelve (12) months of (1) or (2) above, the Municipality shall assign all the Municipality's right and interest in the Decommissioning Fund to the Owner and Sublessor and transfer any unspent funds received by the Municipality from the Decommissioning Fund to the Owner and Sublessor, and the Owner or the Sublessor shall thereafter decommission the Wind Energy Facility in accordance with the requirements of Section 2.10 (b). Provided however, in the event that the reason for the Municipality not having caused either (A) or (B) is due to its efforts being frustrated or prevented by legal proceedings, directive or order of a governmental body or order of a court of competent jurisdiction then the reference to "twelve (12) months of (1) or (2) above" shall be twelve (12) months from the date when such proceedings, directive or order shall cease to frustrate or prevent the Municipality from causing either (A) or (B).

PART 3 CHANGES AND DISCHARGE

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3.1 The Developer shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this Agreement is amended.

3.2 Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of the Development Officer without a public hearing, in accordance with Section 230 of the *Municipal Government Act* provided that the Development Officer determines that the changes do not significantly alter the intended effect of these aspects of this Agreement.

3.3 The following matters are substantive matters:

(a) the uses permitted on the Property as listed in Section 2.1 of this Agreement, including the maximum number of Turbines deployed in the Project Area*;*

(b) the minimum setback requirements as listed in Section 2.3 of this Agreement;

(c) the requirements for a Surface Water Management Plan as listed in Section 2.8 of this Agreement; and

(d) the requirements of the Environmental Assessment Approval as listed in Section 2.9 of this Agreement.

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by the Chief Administrative Officer in accordance with the provisions of this Agreement and Section 229 of the *Municipal Government Act* without a public hearing.

3.5 Notice of Intent to Discharge this Agreement ("Notice of Intent to Discharge") may be given by the Municipality to the Developer, with a copy to the Owner and Sublessor, following a resolution of Council to give such notice:

(a) as provided for in Section 4.1, *Commencement of Development,* of this Agreement; or

(b) at the discretion of the Municipality, with or without the concurrence of the Developer, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months. Notwithstanding the foregoing, if the Developer is bona fide prevented from continuing operations for reasons which are reasonably determined by the Development Officer to be beyond the Developer's control, and the Developer undertakes reasonable efforts to resume operation of the Development as soon as practicable, then such time period set out within this Section 3.5(b) shall not apply and Developer shall be excused for the period that operations have ceased due to such factors; or

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(c) at any time upon the written request of the Developer, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.6 In the event that Notice of Intent to Discharge is given pursuant to Section 3.5 of this Agreement the Developer shall, as soon as reasonably practical, cease all electrical generation at the site and shall comply with any decommissioning requirements pursuant to Section 2.10 and where applicable Section 2.11 of this Agreement.

3.7 Council or the Chief Administrative Officer may discharge this Agreement 30 days after the Notice of Intent to Discharge pursuant to Section 3.5 of this Agreement has been given but may withhold discharge until decommissioning has been completed and liens arising from failure to decommission have been paid.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

(a) The Developer may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.

(b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the effective date of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, the Municipality shall send notice to the Developer of such time limit being reached, and the Developer shall commence development within 90 days of such notice. If such default has not been cured within such 90 day period after the receipt of notice from the Municipality, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Developer. Upon the written request of the Developer following the resolution of Council to discharge this Agreement set forth above the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

(c) If the Developer is bona fide delayed from commencing the development for reasons which are reasonably determined by the Development Officer to be beyond the Developer's control, then performance by the Developer is excused for the period of the delay and the time period for the Developer to perform their obligations shall be extended by the Development Officer in writing for an

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equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

(a) The Developer shall provide record drawings to the Development Officer for any Turbine or building foundations within sixty (60) days following Commencement of Commercial Operation and for other aspects of the Development for which an engineered design is required, within one hundred and twenty (120) days following Commencement of Commercial Operation.

(b) The Developer shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies except if such disclosure is prohibited pursuant to lawful confidentiality restrictions contained within such documentation or otherwise under applicable laws.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

(a) Nothing in this Agreement shall exempt the Developer from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

(b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

(c) The Developer represents and warrants that the Sublease complies in all respects with the *Municipal Government Act* of Nova Scotia and all other applicable provincial legislation and that if any amounts were payable for Deed Transfer Tax in respect thereof, that the same have been duly paid and that the same representations and warranties apply to any renewal or successor subleases.

5.2 Severability of Provisions

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

5.3 Interpretation

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(a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.

(b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

(c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

5.4 Municipal Responsibility

(a) The Municipality does not make any representations to the Developer about the suitability of the Property for the development proposed by this Agreement. The Developer assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the Development.

(b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner, the Sublessor and the Developer in writing. In the event that the Developer, or the Owner or the Sublessor has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice, then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the Property and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is acknowledged that the Municipality may recover all reasonable expenses, whether arising out of the entry on the Property or from the performance of the terms in the following sequence – first, by realization of and enforcement of the Decommissioning Fund (to the extent that it has been funded as of the time of enforcement); secondly by enforcement of a first lien against the components of the Wind Energy Facility; thirdly, by enforcement of *in personam* liability against the Developer; and fourthly, in the event

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that: (a) the Municipality has obtained a judgment against the Developer, which remains unsatisfied for a period of at least sixty (60) days, or (b) the developer is bankrupt, by enforcement of a first lien against the Property; and fifthly by enforcement of any right the Municipality may otherwise have at law for in *personam* liability against the Owner or Sub-lessor to the Municipality.

5.6 Relationship of Parties

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

5.7 Costs

The Developer shall pay all costs associated with registering this Agreement on title to the Properties and all costs associated with any amendment thereof.

5.8 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*. The Developer and the Sublessor agree that the sublease shall be binding upon the parties thereto and their heirs, executors, administrators, successors and assigns, and shall run with their respective interests in the land. The Owner agrees that its lease with the Sublessor shall be binding upon the parties thereto and their heirs, executors, administrators, successors and assigns, and shall run with the land.

5.9. Reduced Subleased Area

The Sublease may be amended to apply to a portion of the Property that is less than the area of Property described herein (the "Reduced Subleased Area"). If the subleased area is reduced in that fashion, the Developer may either:

(i) subdivide (if it can do so as of right); or
(ii) apply for subdivision of the lots comprising the Property in accordance with the Part IX of the *Municipal Government Act.*

In the event of such subdivision the parcels not required for the operation of the Wind Energy Facility shall automatically cease to be bound by this Development Agreement upon the

necessary documentation being duly filed at the registry as defined in the *Municipal Government Act*.

5.10 Assignment of Agreement

The Developer may, at any time and from time to time, transfer or assign, in whole or in part, this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the Developer's interest therein, provided that such successor, heir or purchaser be bound by the terms of this Agreement.

5.11 Written Notice

(a) Notice on the Developer via email to the email address below, which shall be deemed to have been received on the day such notice is sent, or in the event the notice is sent on a day that is not a business day, on the next such business day or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to the postal address below:
Postal: 200 Wellington Street West, Suite 1102, PO Box 169, Toronto, Ontario, M5V 3C7, Canada.
Email: legalnotices@potentiarenewables.com

(b) Notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Developer, or via email to the email address of the Municipal Clerk or Chief Administrative Officer as listed on the Municipality's website at the time.

(c) Notices to the Sublessor and Owner may be served personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to them at 1019 Prince St, Suite B, Truro, NS.

Email: ijohnstone@wagnerforest.com; mnovello@wagnerforest.com; gwhite@pattersonlaw.ca

The Parties, by like notice in writing, may designate, from time to time, another address, addressee or office to which notices shall be delivered pursuant to this Agreement.

5.12 Full Agreement

This Agreement constitutes the entire Agreement and contract entered into by the Municipality and the Developer. No other agreement or representation, oral or written, shall be binding. Except where expressly provided otherwise in this Agreement, the Owner and the Sublessor enter into this Agreement solely for the purpose of indicating

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their consent to the Municipality to issue a development permit to the Developer for the proposed development in accordance with this Agreement and to record the Development Agreement in the Land Registry. This Agreement may only be amended by signed written agreement of the parties.

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IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto on the day and year first above written.

SIGNED, SEALED AND DELIVERED	) **WEST HANTS REGIONAL**
In the presence of:	) **MUNICIPALITY**
	)
	)
	)
_____	) Per: _____
Witness	) Abraham Zebian, Mayor
	)
_____	) Per: _____
Witness	) Deanna Snair, Municipal Clerk
	)
	) **ELLERSHOUSE 3 WIND LIMITED PARTNERSHIP by its general partner ELLERSHOUSE 3 GP INC.**
	)
	)
_____	) Per:_____
Witness	) ***Ben Greenhouse, CEO***
	)
	) **Wagner Forest NS Ltd.**
	)
	)
	)
_____	) Per:_____
Witness	) Daniel H. Hudnut, President
	) **Atlantic Star Forestry Ltd.**
	)
	)
	)
_____	) Per:_____
Witness	) Daniel H. Hudnut, President

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PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2024, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

_____

A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS_____day of_____, A.D. 2024, before me, the subscriber, personally came and appeared_____, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Wagner Forestry Ltd**., on of the parties thereto, signed, sealed and delivered the same in _____presence.

A Commissioner of the Supreme Court of Nova Scotia

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PROVINCE OF ONTARIO
COUNTY OF YORK

I HEREBY CERTIFY that on this _____ day of _____, 2024, **ELLERSHOUSE 3 GP INC.**, in its capacity as general partner of **ELLERSHOUSE 3 WIND LIMITED PARTNERSHIP**, one of the parties hereto, caused this indenture to be executed and delivered by its duly authorized officer(s) in my presence. I have signed as a witness to such execution.

_____

A Notary Public / Commissioner of Oaths in
and for the Province of Ontario

(affix notarial seal, if applicable; print or stamp name)

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STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON,

I, _____, a Notary Public of the County and State aforesaid, hereby certify that Daniel H. Hudnut, whose name as President of **WAGNER FOREST NS LTD.**, is signed to the foregoing Development Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he as such President of **WAGNER FOREST NS LTD.**, acting in its capacity with full authority, executed the same voluntarily for and as the act of said entities for the purpose stated therein.

WITNESS my hand and official seal this ____ day of _____, 2024.

(Official Seal)

_____
NOTARY PUBLIC

_____
PRINTED NAME

My commission expires: _____

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STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON,

I, _____, a Notary Public of the County and State aforesaid, hereby certify that Daniel H. Hudnut, whose name as President of **WAGNER FOREST NS LTD.**, is signed to the foregoing Development Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he as such President of **WAGNER FOREST NS LTD.**, acting in its capacity with full authority, executed the same voluntarily for and as the act of said entities for the purpose stated therein.

WITNESS my hand and official seal this ____ day of _____, 2024.

(Official Seal)

_____
NOTARY PUBLIC

_____
PRINTED NAME

My commission expires: _____

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AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

I, Deanna Snair of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of the West Hants Regional Municipality (the "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.

2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1988, c.18, as amended.

3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the *Municipal Government Act*, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.

4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

Sworn before me at _____, Nova Scotia,
this _____, 20__.

_____ _____

A BARRISTER/COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Deanna Snair, Clerk

I CERTIFY that on this date Deanna Snair personally came before me and swore under oath the foregoing Affidavit.

_____

A BARRISTER/COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

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Canada
Province of Ontario

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, _____, of _____in the Province of Ontario, make oath and say that:

1. I am Chief Executive Officer of ELLERSHOUSE 3 GP INC., (the "Corporation"), the general partner of ELLERSHOUSE 3 WIND LIMITED PARTNERSHIP (the “Partnership”). Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.

2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation in its capacity as general partner of the Partnership and without personal liability on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.

3. I verify that I have the authority to execute the foregoing instrument on behalf of the Corporation and thereby bind the Corporation.

4. The Partnership is a resident of Canada under the Income Tax Act (Canada).

5. The ownership of a share or an interest in a share of the Partnership does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Partnership.

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SWORN TO at County of York in the Province of Ontario, the ____ day of _____, 2024 before me:

_____

A Notary Public / Commissioner of Oaths in and for the Province of Ontario

(affix notarial seal, if applicable; print or stamp name)

_____

Name: Ben Greenhouse

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Schedule A

Legal Description of Parcels

PID 45407194

ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, being a parcel of land granted to William H. Blanchard, more particularly bounded and described as follows: BEGINNING on the Eastern shore of St. Croix River in the Township of Windsor; THENCE running South 60 degrees East, by the Southern line of 50 acres granted to James Mosher, by the Southern line of the Indian lands granted to F. Ellershausen, 173 chains, more or less; THENCE South 15 degrees West, by the Western line of lands granted to Ellershausen, 66 chains, more or less; THENCE North 60 degrees West, by the Northern line of lands granted to the said Francis Ellershausen and lands granted to William Hodgson, 190 chains, more or less, to the shore of Panuke Lake; THENCE Northeasterly by the shore of said lake and by said river to the PLACE OF BEGINNING; AN AREA CONTAINING 1,000 acres, more or less; SAVING AND EXCEPTING portion of the first lot described in the conveyance from St. Croix Lumber Company Ltd. to Lewis Miller and Company Ltd. by Deed dated February 27, 1915 and as recorded at the Registry of Deeds for Hants County, Nova Scotia, on May 2, 1915, in Book 125, at Page 105; ALSO SAVING AND EXCEPTING portion of Lot No. 3 described in the conveyance from Scott Worldwide, Inc. to Timberland Holdings Limited by Indenture dated June 8, 1990 and as recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, at Page 820; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE portion of the lands conveyed as Document No. 128-122-111-1-61 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants

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County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. 128-M122-III-1-61 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407202
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the Township of Windsor, in the County of Hants and Province of Nova Scotia, on the Eastern side of Panuke Lake and being a parcel of land originally granted to William Hodgson, more particularly bounded and described as follows: BOUNDED on the West by Panuke Lake; BOUNDED on the North by lands granted to Joshua Hyde; BOUNDED on the East by ungranted lands; BOUNDED on the South by lands granted to William Warr; AN AREA CONTAINING 200 acres, more or less; SAVING AND EXCEPTING portion of Lot No. 3 described in the conveyance from Scott Worldwide, Inc. to Timberland Holdings Limited by Indenture dated June 8, 1990 and as recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, at Page 820; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE the lands conveyed as Document No. 128-122-111-1-20 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: The parcel was created by a subdivision that predates

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subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel. THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. 128-M122-III-1-20 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407210
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, situated on the Panuke Lake and being a parcel of land originally granted to William Warr, more particularly bounded and described as follows: BEGINNING at the Southwest bound of lands granted to William Hodgson; THENCE running South 60 degrees East, 122.50 chains along the line of said Hodgson land to the end, thereof; THENCE South 30 degrees West, 20.50 chains to Lot No. 7; THENCE North 60 degrees West along the line of said lot until it comes to the margin of the Panuke Lake, aforesaid; THENCE Northeast by the margin of the shore of said lake to the PLACE OF BEGINNING: AN AREA CONTAINING 250 acres, more or less; SAVING AND EXCEPTING portion of the first lot described in the conveyance from St. Croix Lumber Company Ltd. to Lewis Miller and Company Ltd. by Deed dated February 27, 1915 and as recorded at the Registry of Deeds for Hants County, Nova Scotia, on May 2, 1915, in Book 125, at Page 105; ALSO SAVING AND EXCEPTING portion of Lot No. 3 described in the conveyance from Scott Worldwide, Inc. to Timberland Holdings Limited by Indenture dated June 8, 1990 and as recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, at Page 820; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE a portion of the lands conveyed as Document No. 128-122-111-1-65 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006

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as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel. THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. 128-M122-III-1-65 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407228

ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, situated on the Panuke Lake and being a parcel of land originally granted to John Cochran; more particularly bounded and described as follows: BEGINNING at the junction of the first and second Panuke Lakes, so called, on the upper boundary of Lot No. 4 granted to William Warr; THENCE running South 60 degrees East, along the Southwestern side of land of the said William Warr, 125 chains; THENCE South 32 degrees West, along ungranted land, 20 chains to the Southeastern angle of Lot No. 6 granted to Joseph Cook; THENCE North 60 degrees West, along the Northeastern side line of said lot, 125 chains until it strikes the lake; THENCE Easterly along the shores of said lake to the PLACE OF BEGINNING; AN AREA CONTAINING 250 acres, more or less; ALSO SAVING AND EXCEPTING portion of Lot No. 3 described in the conveyance from Scott Worldwide, Inc. to Timberland Holdings Limited by Indenture dated June 8, 1990 and as recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, at Page 820; BEING AND INTENDED TO BE the lands as conveyed by Cyril G. Scott et al to Minas Basin Pulp and Power Company Limited by Deed dated March 24, 1948 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 29, 1948, in Book 180, at Page 216; ALSO BEING AND INTENDED TO BE the lands conveyed as Document No. 128-664-1 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants

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County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel. THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. 128-M664-1 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407244

ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, being a parcel of land granted to Francis Ellershausen, more particularly bounded and described as follows: BEGINNING at a stake standing on the Eastern bank of the St. Croix River; THENCE running South 54 degrees 45 minutes East, by the Northeastern line of land granted to Samuel Coldwell, 73.06 chains; THENCE North 35 degrees 15 minutes East, 57.30 chains; THENCE North 50 degrees 45 minutes West, by the Southwestern line of land granted to John Cochran, 87 chains to the river; THENCE Southwesterly by the river to the PLACE OF BEGINNING; AN AREA CONTAINING 500 acres, more or less; SAVING AND EXCEPTING portion of the first lot described in the conveyance from St. Croix Lumber Company Ltd. to Lewis Miller and Company Ltd. by Deed dated February 27, 1915 and as recorded at the Registry of Deeds for Hants County, Nova Scotia, on May 2, 1915, in Book 125, at Page 105; ALSO SAVING AND EXCEPTING portion of Lot No. 3 described in the conveyance from Scott Worldwide, Inc. to Timberland Holdings Limited by Indenture dated June 8, 1990 and as recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, at Page 820; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE portion of the lands conveyed as Document No. 128-122-111-1-47 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in

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the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel. THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. M122-III-1-47 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407251

ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, being a parcel of land originally granted to Francis Ellershausen, more particularly bounded and described as follows: BEGINNING at the Western angle of land (100 acres) formerly granted to the said Francis Ellershausen on the Eastern side of City Brook, in the District of St. Croix River; THENCE running North 54 degrees 45 minutes West, by the Northeastern line of land of Daniel D. Woodbury, 19.20 chains to a stake; THENCE North 35 degrees 15 minutes East, 5.26 chains; THENCE North 05 degrees 15 minutes East, 22 chains; THENCE North 54 degrees 45 minutes West, 41 chains and 09 links; THENCE North 35 degrees 15 minutes East, 57.30 chains; THENCE South 50 degrees 45 minutes East, by the Southwestern line of land granted to John Cochran, 38 chains; THENCE North 35 degrees 15 minutes East, 16.40 chains; THENCE South 54 degrees 45 minutes East, 34.65 chains; THENCE South 35 degrees 15 minutes West, 93.93 chains to the PLACE OF BEGINNING; AN AREA CONTAINING 500 acres, more or less; SAVING AND EXCEPTING portion of the first lot described in the conveyance from St. Croix Lumber Company Ltd. to Lewis Miller and Company Ltd. by Deed dated February 27, 1915 and as recorded at the Registry of Deeds for Hants County, Nova Scotia, on May 2, 1915, in Book 125, at Page 105; BEING a lot of land granted to Francis Ellerhausen as Grant Number 10295 and registered at Windsor aforesaid in Grant Book Number 2, at Page 29, recorded in the Office of the Registry of Deeds at Windsor, Hants County, on September 13, 1872, in Grant Book Number 2, at Page 29; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as

conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE portion of the lands conveyed as Document No. 128-122-111-1-23 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel. THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. M122-III-1-23 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407269
ALL THAT CERTAIN LOT, piece or parcel of land granted to Samuel Coldwell, on October 26, 1821, situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, being that certain tract marked number ten on the annexed plan, abutted and bounded as follows: BEGINNING on the upper bound of Lot Number 9 located to Daniel Farrell on the Southern side of said lakes; THENCE South 60 degrees East, along the Southeastern side of said land and other vacant lands, 125 chains; THENCE South 60 degrees West, 22 chains to the Northeast angle of Lot Number 11 located to Alexander Hunter; THENCE North 60 degrees West, along the Northeast side line of land of said Hunter, 125 chains to the waters of the above mentioned lakes; THENCE Northeasterly along the margin of said lakes to the PLACE OF BEGINNING; CONTAINING 250 acres, more or less; SAVING AND EXCEPTING portion of the first lot described in the conveyance from St. Croix Lumber Company Ltd. to Lewis Miller and Company Ltd. by Deed dated February 27, 1915 and as recorded at the Registry of Deeds for Hants County, Nova Scotia, on May 2, 1915, in Book 125, at Page 105; ALSO SAVING AND EXCEPTING portion of Lot No. 3 described in the conveyance from Scott Worldwide, Inc. to Timberland Holdings Limited by Indenture dated June 8, 1990 and as recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, at Page

820; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE portion of the lands conveyed as Document No. 128-122-111-1-63 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel. THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. M122-III-1-63 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407277
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, being a parcel of land originally granted to Alexander Hunter, more particularly bounded and described as follows: BOUNDED on the North by lands granted to Samuel Caldwell, Senior; BOUNDED on the West by the Panuke Lakes; BOUNDED on the South by lands granted to George Cochran, Senior; BOUNDED on the East by ungranted lands; AN AREA CONTAINING 250 acres, more or less; SAVING AND EXCEPTING portion of the first lot described in the conveyance from St. Croix Lumber Company Ltd. to Lewis Miller and Company Ltd. by Deed dated February 27, 1915 and as recorded at the Registry of Deeds for Hants County, Nova Scotia, on May 2, 1915, in Book 125, at Page 105; ALSO SAVING AND EXCEPTING portion of Lot No. 3 described in the conveyance from Scott

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Worldwide, Inc. to Timberland Holdings Limited by Indenture dated June 8, 1990 and as recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, at Page 820; BEING AND INTENDED TO BE portion of the lands as conveyed by the St. Croix Lumber Company to Lewis Miller and Company Limited by Deed dated February 27, 1915 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on May 2, 1918, in Book 125, at Page 105; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE portion of the lands conveyed as Document No. 128-122-111-1-24 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel. THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. M122-III-1-24 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407285
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, situate on the Southeast side of the second Ponhook Lake and being a parcel of land originally granted to George Cochran, more particularly bounded and described as follows: BEGINNING at the Southwest angle of

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lands granted to Alexander Hunter, on the margin of the lake aforesaid; THENCE South 60 degrees East, 122.50 chains along the line of said Hunter; THENCE South 30 degrees West, 20.50 chains; THENCE North 60 degrees West, to the lake aforesaid; THENCE Northeasterly by the shore of said lake to the PLACE OF BEGINNING; AN AREA CONTAINING 250 acres, more or less; SAVING AND EXCEPTING portion of the first lot described in the conveyance from St. Croix Lumber Company Ltd. to Lewis Miller and Company Ltd. by Deed dated February 27, 1915 and as recorded at the Registry of Deeds for Hants County, Nova Scotia, on May 2, 1915, in Book 125, at Page 105; ALSO SAVING AND EXCEPTING portion of Lot No. 3 described in the conveyance from Scott Worldwide, Inc. to Timberland Holdings Limited by Indenture dated June 8, 1990 and as recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, at Page 820; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE portion of the lands conveyed as Document No. 128-122-111-1-64 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel. THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. M122-III-1-64 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353;

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PID 45407178
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, being a parcel of land originally granted to David Scott, more particularly bounded and described as follows: BEGINNING at the Western corner of lands granted to John Stark, on the Southern boundary line of lands granted to Brown and Mixner, at a distance of 2 rods therefrom; THENCE South 60 degrees West, 38 chains on a course parallel with the line of said Brown and Mixner, a distance of 2 rods therefrom allowed for a road; THENCE South, crossing the St. Croix River, 60 chains; THENCE North 60 degrees East, 38 chains; THENCE North to the PLACE OF BEGINNING; AN AREA CONTAINING 200 acres, more or less; SAVING AND EXCEPTING all the land lying below the ordinary high water mark of the St. Croix River; ALSO SAVING AND EXCEPTING portion of the lands as conveyed by Scott Worldwide, Inc. to Timberland Holdings Limited on June 8, 1990 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, Page 820; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE the lands conveyed as Document No. 128-122-111-1-11 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, as Document No. 5410, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. 128-M122-III-1-11 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

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PID 45407236
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, being a parcel of land originally granted to Francis Ellershausen, more particularly bounded and described as follows: BOUNDED Northeasterly by the Joshua R. Hyde lot; BOUNDED Southeasterly by land granted to said Ellershausen and others; BOUNDED Southwesterly partly by lands of said Ellershausen and partly by lands granted to William Warr; BOUNDED Northwesterly by the Cochran, Ware and Hodgson lots; AN AREA CONTAINING 249 acres, more or less; SAVING AND EXCEPTING portion of the first lot described in the conveyance from St. Croix Lumber Company Ltd. to Lewis Miller and Company Ltd. by Deed dated February 27, 1915 and as recorded at the Registry of Deeds for Hants County, Nova Scotia, on May 2, 1915, in Book 125, at Page 105; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE portion of the lands conveyed as Document No. 128-122-111-1-44 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel. THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. 128-M122-III-1-44 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

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PID 45407152
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, more particularly bounded and described as follows: BEGINNING at an iron post and pile of stones set in the Northern line of Grant No. 7088 to Francis Ellershouse, in the year of Our Lord 1865, as an Eastern corner of Indian Reservation No. 34; THENCE by the magnet in the year 1905, North 54 degrees West, 36 chains to an iron post and pile of stones; THENCE North 67 degrees 15 minutes East, 21 chains and 8 links to a stake; THENCE South 05 degrees West, 3 chains and 30 links to a post and stones; THENCE North 65 degrees East, 38 chains to a post and stones at Halls Lake Brook; THENCE South 05 degrees West, 23 chains and 50 links to a post and stones; THENCE South 50 degrees 50 minutes West, 30 chains and 28 links to the PLACE OF BEGINNING; AN AREA CONTAINING 109 acres, more or less; SAVING AND EXCEPTING portion of Lot No. 25 in the conveyance from Scott Worldwide, Inc. to Cape Chignecto Lands Limited by Deed dated December 2, 1993 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 2, 1993, in Book 714, at Page 158; BEING AND INTENDED TO BE Lot A of the lands granted to Minas Basin Pulp and Power Company Limited by His Majesty the King as Crown Grant No. 22578, in 1951, recorded on May 2, 1951, in the Office of the Registrar of Deeds for Hants County, Nova Scotia, in Grant Book 3, at Page 294; ALSO BEING AND INTENDED TO BE the lands conveyed as Document No. 128-763-1A from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, as Document No. 5410, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. M763-1-A BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407160
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, on the South side of the St. Croix River and being a parcel of land originally granted to John Todd, more particularly bounded and described as follows: BEGINNING at the Eastern boundary of land granted to

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David Scott; THENCE running South along the line of the land of said Scott, 30 chains to the end thereof; THENCE along the rear line of the land of said Scott South 60 degrees West, 38 chains; THENCE South, 20 chains; THENCE North 60 degrees East, 70 chains; THENCE North, 38 chains more or less to the South side of the St. Croix River; THENCE by the course of said river Westerly until it means the PLACE OF BEGINNING; AN AREA CONTAINING 200 acres, more or less; SAVING AND EXCEPTING portion of the lands as conveyed by Scott Worldwide, Inc. to Timberland Holdings Limited on June 8, 1990 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, Page 820; ALSO SAVING AND EXCEPTING portion of Lot No. 25 in the conveyance from Scott Worldwide, Inc. to Cape Chignecto Lands Limited by Deed dated December 2, 1993 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 2, 1993, in Book 714, at Page 158; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE the lands conveyed as Document No. 128-122-111-1-10 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353 and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. 128-M122-III-1-10 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407186

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ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, more particularly bounded and described as follows: BEGINNING at an iron post and pile of stones set in the South line of Grant No. 1698 to Theodore S. Harding in the year of Our Lord 1850 as the North corner of Indian Reservation No. 34; THENCE by magnet in the year 1905 South 54 degrees East, 25 chains 52 links to an Iron Post and stones as an easterly corner of the Indian Reservation; THENCE North 7 degrees 15 minutes East, 25 chains 53 links to a stake; THENCE South 67 degrees West, 37 chains 18 links to the PLACE OF BEGINNING; CONTAINING 28 acres, more or less; SAVING AND EXCEPTING portion of Lot No. 25 in the conveyance from Scott Worldwide, Inc. to Cape Chignecto Lands Limited by Deed dated December 2, 1993 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 2, 1993, in Book 714, at Page 158; BEING AND INTENDED TO BE Lot B of the lands granted to Minas Basin Pulp and Power Company Limited by His Majesty the King as Crown Grant No. 22578, in 1951, recorded on May 2, 1951, in the Office of the Registrar of Deeds for Hants County, Nova Scotia, in Grant Book 3, at Page 294; ALSO BEING AND INTENDED TO BE the lands conveyed as Document No. 128-763-1B from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, as Document No. 5410, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. 128-M763-1-B BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407137
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, being a parcel of land originally granted to Francis Ellershauser, more particularly bounded and described as follows: BEGINNING at a beech tree at the Southwestern angle of land granted to James Mosher; THENCE South 50 degrees West, 29.50 chains; THENCE South 5 degrees West, 4 chains and 37 links to a birch tree; THENCE South 65 degrees West, 26 chains to a fir tree; THENCE South 50 degrees West, 61 chains to a maple tree or line of land granted to James Twigg; THENCE South 55 degrees East, 62 chains to a fir tree; THENCE North 50 degrees East, 80 chains to a spruce

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tree; THENCE South 46 degrees East, 26 chains to a maple tree; THENCE North 50 degrees East, 31 chains to a post; THENCE North 46 degrees West, 62 chains and 50 links to a post; THENCE South 50 degrees West, 2 chains to a maple tree; THENCE North 46 degrees West, 20 chains to the PLACE OF BEGINNING; AN AREA CONTAINING 700 acres, more or less; SAVING AND EXCEPTING all the land lying below the ordinary high water mark of Halls Lake; ALSO SAVING AND EXCEPTING portion of the first lot described in the conveyance from St. Croix Lumber Company Ltd. to Lewis Miller and Company Ltd. by Deed dated February 27, 1915 and as recorded at the Registry of Deeds for Hants County, Nova Scotia, on May 2, 1915, in Book 125, at Page 105; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE portion of the lands conveyed as Document No. 128-122-111-1-19 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, as Document No. 5410, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; ALSO BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. M122-III-1-19 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

PID 45407145
ALL AND SINGULAR THAT CERTAIN LOT, piece or parcel of land situate, lying and being at Ellershouse, in the County of Hants and Province of Nova Scotia, being a parcel of land granted to Timothy Lynch, more particularly bounded and described as follows: BEGINNING at a point on the Southern side of the St. Croix River, at the Eastern boundary of the 200 acre lot owned

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by John Todd, being at a fir tree marked T. L.; THENCE running South to a fir tree marked T. L.; THENCE North 60 degrees East, 26 chains across a small lake to a birch tree marked T. L.; THENCE North, 47 chains to a beech tree marked T. L. on the Southern side of the shore of the St. Croix River; THENCE along the shore of said river to the PLACE OF BEGINNING; AN AREA CONTAINING 100 acres, more or less; SAVING AND EXCEPTING all the land lying below the ordinary high water mark of Halls Lake; SAVING AND EXCEPTING portion of the lands as conveyed by Scott Worldwide, Inc. to Timberland Holdings Ltd. on June 8, 1990 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on June 27, 1990, in Book 628, Page 820; BEING AND INTENDED TO BE portion of the lands as conveyed by St. Croix Lumber Company Limited to Panuke Pulp and Power Company Limited by Deed dated January 11, 1918 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on March 23, 1918, in Book 126, at Page 11; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Panuke Pulp and Power Company Ltd. to Montreal Trust Company by Deed dated November 30, 1925 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on December 4, 1925, in Book 140, at page 267; ALSO BEING AND INTENDED TO BE portion of the lands as conveyed by Montreal Trust Company to Minas Basin Pulp and Paper Mills Limited by Deed dated April 4, 1932 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on April 7, 1932, in Book 150, at Page 915; ALSO BEING AND INTENDED TO BE the lands conveyed as Document No. 128-122-111-1-9 from Minas Basin Pulp and Power Company Limited to Scott Paper Company by an Indenture dated February 26, 1976 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 19, 1976, in Book 356, at Page 353; SUBJECT TO THE RIGHTS, privileges and covenants as referenced in item d (6) under Schedule B, commencing on Page 593 of the Indenture from Minas Basin Pulp and Power Company Limited to Scott Paper Company dated February 26, A. D. 1976 and as recorded in the Registry of Deeds for Hants County, on July 19, A. D. 1976, in Book 356, at Page 353, as Document No. 5410, and as further referenced in the Statutory Declaration by Robert J. S. Hanf, Barrister and Solicitor, for Nova Scotia Power Incorporated dated April 24, 2006 and as recorded in the Office of the Registrar of Deeds for Hants County on April 27, 2006 as Document Number 84926824; BEING AND INTENDED TO BE portion of PID 45007903 in the conveyance from Neenah Paper Company of Canada to Atlantic Star Forestry Ltd. by an Indenture dated June 27, 2006 and recorded in the Office of the Registrar of Deeds for Hants County, at Windsor, on July 18, 2006, as Document Number 85649201 and Document Number 85649300. *** Municipal Government Act, Part IX Compliance *** Not Subject To: THIS PARCEL IS NOT A SUBDIVISION BUT WAS ACQUIRED BY A CONVEYANCE FROM MINAS BASIN PULP AND POWER COMPANY LIMITED TO SCOTT PAPER COMPANY AND SHOWN AS DOCUMENT NO. 122-III-1-9 BY AN INDENTURE DATED FEBRUARY 26, 1976, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR HANTS COUNTY, AT WINDSOR, ON JULY 19, 1976, IN BOOK 356, AT PAGE 353

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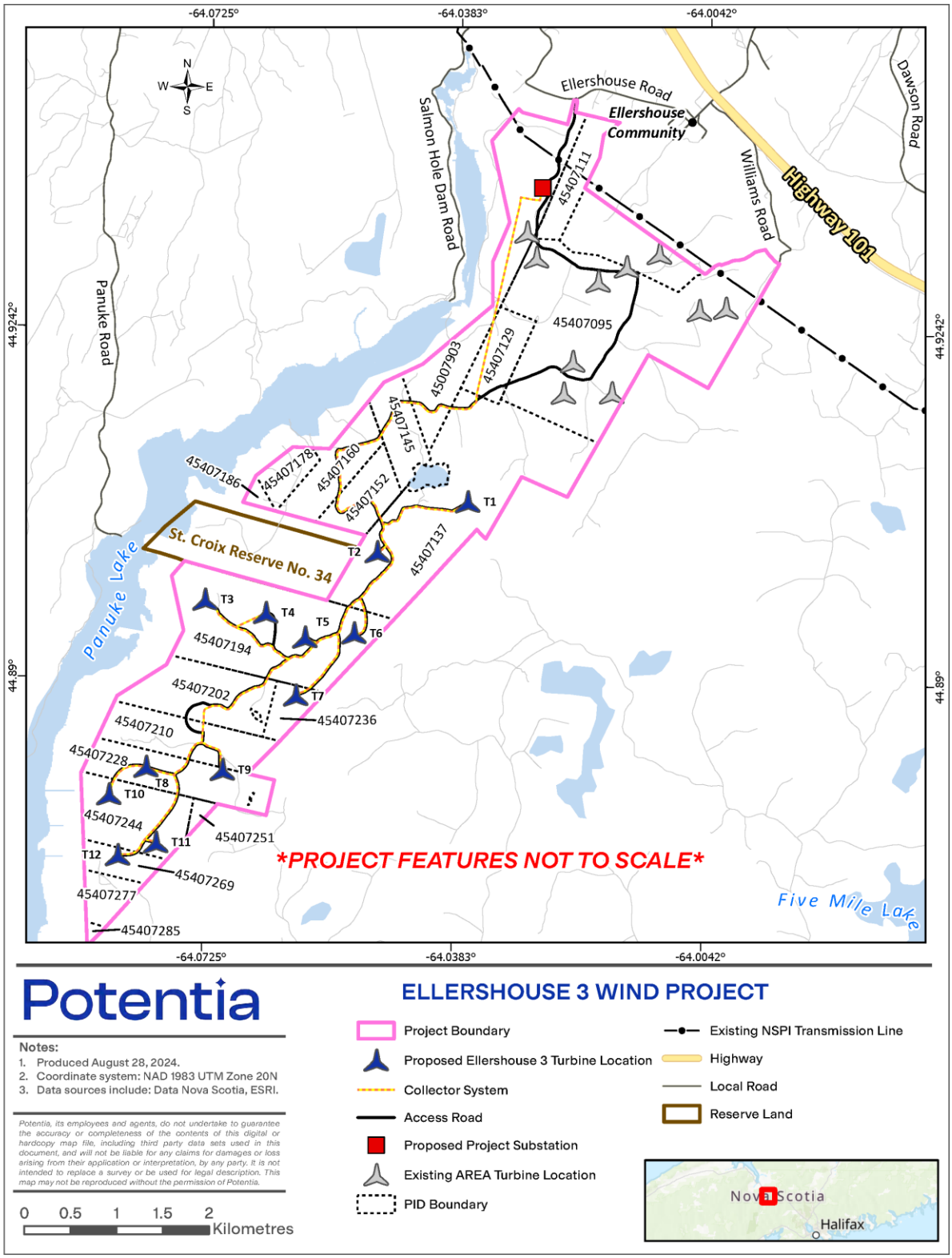
Schedule B

Site Plan



Attachment C - Environmental Assessment Approval and Terms and Conditions

NOVA SCOTIA

Environment and Climate Change
Office of the Minister

PO Box 442, Halifax, Nova Scotia, Canada B3J 2P8 • Telephone 902-424-3736 • novascotia.ca

File No.: 10700-40-59453
40100-30-331

July 5, 2023

Ben Greenhouse, CEO
Potentia Renewables Inc. and Ellershouse 3 GP Inc.
Suite 1102, 200 Wellington Street West
Toronto ON M5V 3C7

Dear Ben Greenhouse:

RE: Environmental Assessment – Ellershouse 3 GP Inc, Annapolis Valley First Nation and Potentia Renewables Canada Holdings LP, carrying on business as Ellershouse 3 Wind Limited Partnership, Ellershouse 3 Wind Project, Hants County, Nova Scotia

The environmental assessment of the proposed Ellershouse 3 Wind Project in Hants County, Nova Scotia has been completed.

This letter is to advise that I have approved the above project in accordance with Section 40 of the Nova Scotia *Environment Act*, S.N.S., 1994-95 and subsection 13(1)(b) of the Environmental Assessment Regulations, N.S. Reg. 348/2008, made under the Act. Following a review of the information provided by Ellershouse 3 GP Inc., Annapolis Valley First Nation and Potentia Renewables Canada Holdings LP, carrying on business as Ellershouse 3 Wind Limited Partnership, and the information provided by the Mi'kmaq of Nova Scotia, and the public during consultation on the environmental assessment, I am satisfied that any adverse effects or significant environmental effects of the undertaking can be adequately mitigated through compliance with the attached terms and conditions.

. . . page 2

If you have any questions regarding the approval of this project, please contact Bridget Tutty, Manager, Environmental Assessment Branch, at (902) 452-7891 or via email at Bridget.Tutty@novascotia.ca.

Sincerely,

Honourable Timothy Halman, MLA
Minister of Environment and Climate Change

Attachment

c: Bridget Tutty, Environment and Climate Change
Ryan Hearn, Environment and Community Consultation, E3GP c/o Potentia Renewables Inc.

Environmental Assessment Approval

Approval Date: July 5, 2023

ELLERSHOUSE 3 WIND PROJECT

Ellershouse 3 GP Inc, Annapolis Valley First Nation and Potentia Renewables Canada Holdings LP, carrying on business as Ellershouse 3 Wind Limited Partnership

Hants County, Nova Scotia

Terms and Conditions for Environmental Assessment Approval

1 Definitions

1.1 *Act* means Environment Act 1994-95, c.1, s.1, and includes, unless the context otherwise requires, the regulations made pursuant to the Act, as amended from time to time.

1.2 Department means the Department of Environment and Climate Change, and the contact for the Department for this Approval is:

Nova Scotia Environment and Climate Change
Western Region, Kentville Office
136 Exhibition Street, Kentville, NS B4N 4E5
Phone: (902) 679-6086 Fax: (902) 679-6186

1.3 Minister means the Minister of Environment and Climate Change.

1.4 Commencement means the same as to commence work, as defined in the Environmental Assessment Regulations.

1.5 EA means Environmental Assessment.

2 Scope

2.1 This Approval (the "Approval") relates to the Approval Holder(s) and their Registration Document, and all documentation submitted to the Department prior to the issuance of this approval for the Ellershouse 3 Wind Project, situated at or near Ellershouse, Hants County, Nova Scotia, hereafter referred to as the “Project.”

2.2 The Approval Holder(s) shall ensure the Project is carried out in accordance with this Approval and reference documents, including the Registration Documents and supporting documentation.

3 General

3.1 The Approval Holder shall conduct the Project in accordance with the Environment Act, as amended from time to time.

3.2 The Approval Holder shall, within two years of the date of issuance of this Approval, commence work on the Project unless granted a written extension by the Minister.

3.3 The Approval Holder shall provide written notification to the Department of the commencement date of the Project, at a minimum 30 days prior to the commencement.

3.4 The Approval Holder shall provide to the Department a concordance table detailing the status of the EA terms and conditions on or before January 31 of each year until released in writing by the Department.

3.5 Prior to any proposed expansion, modification, or relocation of any aspect of the Project from that proposed in the Registration Document, the Approval Holder must submit the proposal to the EA Branch for review and may require additional information from the Approval Holder or an EA.

3.6 Nothing in this Approval relieves the Approval Holder of the responsibility for obtaining and paying for all other licenses, permits, approvals or authorizations necessary for carrying out the Project which may be required by municipal by-laws or provincial or federal legislation. The Minister does not warrant that such licenses, permits, approvals or authorizations will be issued.

3.7 No authority is granted by this Approval to enable the Approval Holder(s) to commence or continue the Project on lands which are not in the control or

ownership of the Approval Holder(s). It is the responsibility of the Approval Holder(s) to ensure that such a contravention does not occur. Failure to retain said authorization may result in this Approval being cancelled or suspended.

3.8 The Approval Holder shall not transfer, sell, lease, assign or otherwise dispose of this Approval without the written consent of the Minister. The sale of a controlling interest of a business or a transfer of this Approval from a parent company to a subsidiary or an affiliate is deemed to be a transfer requiring consent.

3.9 Upon any changes to the Registry of Joint Stock Companies information related to the Approval Holder, the Approval Holder shall provide a copy to the Department within 5 days of the changes.

3.10 If there is a discrepancy between the Registration Documentation and the terms and conditions of this Approval, the terms and conditions of this Approval shall apply.

3.11 Where a timeline is associated with a condition(s) of the Approval, the Approval Holder shall fulfil the requirements of the condition(s) within the prescribed timeline, unless otherwise authorized in writing by the Department.

3.12 Where the provision of a plan is associated with a condition(s) of the Approval, the Approval Holder may submit the plan in phases, with the written consent of the Department, and shall fulfil the requirements of the condition(s). Where consent is provided in accordance with this section, work associated with and subject to a particular phase of a plan may only continue to the extent where the relevant phase(s) of the plan are complete.

3.13 The Approval Holder shall notify the Department of any incidents of non-compliance with this Approval immediately and in accordance with the Act and Regulations.

3.14 The Approval Holder shall bear all expenses incurred in carrying out the environmental management and monitoring required under the terms and conditions of this Approval, the Act or the Regulations.

3.15 Unless specified otherwise in this Approval, all samples required to be

collected by this Approval, the Act or the Regulations shall be collected, preserved, and analysed, by qualified personnel, in accordance with recognized industry standards and procedures and in accordance with any Standard under the Act or Regulations.

3.16 The Approval Holder shall ensure that this Approval, or a copy, is present at the Project site while personnel are on site and that personnel directly involved in the Project are made fully aware of the terms and conditions which pertain to this Approval.

3.17 The Approval Holder shall update and/or revise any of the plans, programs or other documents required in this Approval to reflect the progressive development of the Project, and at any time deemed necessary by the Department. The Approval Holder shall make the documents available upon request by the Department.

3.18 Throughout the life of the Project, the Approval Holder shall conduct any additional studies or monitoring as required by the Department.

3.19 The Approval Holder shall provide to the Department a summary table detailing the results of the monitoring required in this Approval, or otherwise completed for the Project, on or before January 31 of each year until released in writing by the Department.

4 Project Design and Operation

4.1 Prior to road construction and/or upgrades, the Approval Holder shall submit updated noise modelling for all seasonal and permanent receptors identified in the Registration Documents, to include background/baseline noise, in accordance with Guidance for Evaluating Human Health Impacts in Environmental Assessment: Noise (Health Canada, 2017). The updated modelling must demonstrate compliance with this Approval (See section 7).

4.2 Prior to road construction and/or upgrades, the Approval Holder shall submit an updated shadow flicker assessment, noise modelling, and the final turbine selection/placement to the Department. The updated modelling must demonstrate compliance with this Approval.

4.3 The Approval Holder shall be responsible for the costs of any third-party review of plans, reports, or monitoring results deemed necessary by the Department over the life of the Project.

5 Water Resources

5.1 The Approval Holder shall not conduct any Project activities, construct a turbine or remove vegetation within 30 metres of a watercourse and/or a wetland unless otherwise authorized in writing by the Department.

5.2 Prior to road construction and/or upgrades, the Approval Holder shall submit a surface water management plan to the Department. This plan shall identify potential effects from construction of roads or other Project components on local surface water drainage patterns and identify mitigation measures for the protection of wetlands and watercourses. This plan shall be developed by a qualified professional engineer, hydrogeologist or geoscientist licensed to practice in the Province of Nova Scotia.

5.3 Prior to commencement, the Approval Holder shall submit a detailed sediment and erosion control plan to the Department. The plan shall include all clearing, grubbing, and stripping required for the Project and shall be designed by a professional engineer licensed to practice in Nova Scotia.

5.4 The Approval Holder, at their expense, shall replace any water supplies lost or damaged resulting from Project operations, as authorized and required by the Department.

5.5 The Approval Holder shall immediately contact the Department should sulphide bearing material be encountered on the Project site, and at the request of the Department, develop and implement a plan to manage the sulphide bearing material.

6 Habitat, Flora and Fauna

6.1 Prior to commencement of the Project, the Approval Holder shall provide the Wildlife Division and Regional Services, Department of Natural Resources and Renewables (NRR) with digital way points and shape files revealing precise locations for wetlands, and species listed under the Species at Risk Act (SARA) and/or Endangered Species Act (ESA), as well as Species of Special Concern (i.e. species assessed by the Committee on the Status of Endangered Wildlife in Canada as at risk, but not listed

under SARA or ESA, and all S1, S2 and S3 listed species under the Atlantic Canada Conservation data Centre) identified during field work. The data provided to NRR shall include, at minimum, the date of the field observances and habitat description.

6.2 Prior to commencement of the Project, the Approval Holder shall submit a Wildlife Management Plan to ECC, NRR and Environment and Climate Change Canada (ECCC). The plan must describe how the Approval Holder intends to meet the requirements of relevant federal and provincial legislation, including but not limited to, *ESA,* the *Migratory Birds Convention Act* and *SARA.*

6.3 Prior to the time turbine(s) become operational, the Approval Holder must complete an additional year of baseline field bird studies to inform future monitoring and mitigation planning.

6.4 Prior to the time turbine(s) become operational, the Approval Holder must complete an additional year of baseline field bat studies to inform future monitoring and mitigation planning.

6.5 The Approval Holder must develop a mortality monitoring program for birds and bats for not less than two years. The program shall be implemented from the time turbine(s) become operational. The monitoring program and associated reporting requirements shall be provided to NRR and ECCC.

6.6 Prior to construction of turbine(s) the Approval Holder must develop an Adaptive Management Plan that includes a decision-making process to mitigate potential project impacts to bird and bat species. The Adaptive Management Plan and associated reporting shall be provided to NRR and ECCC. The program shall be implemented from the time turbine(s) become operational. Additional mitigation measures may be required by the Department.

6.7 The Approval Holder must develop a monitoring program for Mainland Moose for not less than two years. The program shall be implemented from the time the turbines become operational. The monitoring program and associated reporting requirements shall be provided to NRR.

7 Air Quality, Noise and Visual Impact

7.1 The Approval Holder shall ensure that noise levels at any permanent or

seasonal receptors do not exceed 40 dBA. At the request of the Department, the Approval Holder shall develop and implement a plan to monitor noise levels under varying climatic conditions. The plan shall include, sampling locations, parameters, monitoring methods, protocols and frequency.

7.2 The Approval Holder shall ensure that noise emissions meet sound levels limits specified in the Nova Scotia Environment and Climate Change "Guidelines for Environmental Noise Measurement and Assessment" (2005), as amended from time to time.

7.3 At the request of the Department, the Approval Holder shall develop and implement a plan to monitor shadow flicker under varying seasonal conditions. The plan shall include sampling locations, parameters, monitoring methods, protocols and frequency.

7.4 The Approval Holder shall ensure that shadow flicker does not exceed the shadow flicker limits of 30 minutes per day, or 30 hours per year, at any permanent or seasonal receptor.

8 Archaeological and Heritage Resources

8.1 The Approval Holder shall cease work and contact the Special Places Coordinator, Nova Scotia Department of Communities, Culture, Tourism and Heritage (CCTH) immediately upon discovery of an archaeological, or paleontological site, artifact or fossil specimen unearthed during any phase of the Project. If the find is of certain or possible Mi'kmaq origin, the Approval Holder shall also contact the appropriate Mi'kmaq representatives as advised by CCTH.

9 Public Engagement

9.1 Prior to commencement of the Project, the Approval Holder shall develop and implement a comprehensive complaint resolution plan for receiving and responding to complaints related to the Project. The plan will include, but not be limited to, a reporting system which records all complaints received, sets out a timeline for responding to complaints and establishes a recording system that details all corrective measures taken to alleviate the cause and prevent its recurrence. The plan shall be made available to the Department upon request.

9.2 The Approval Holder shall appoint a contact person designated to deal with complaints and shall provide the contact information to the Department.

9.3 At the request of the Department, the Approval Holder shall develop and implement a plan for the formation and operation of a Community Liaison Committee (CLC) including terms of reference, which meet the Department's Guide for the Formation and Operation of a Community Liaison Committee, as amended from time to time. The Approval Holder shall operate the CLC for the duration of the Project or until released in writing by the Department.

10 Engagement with the Mi'kmaq of Nova Scotia

10.1 Prior to commencement of the Project, the Approval Holder shall develop and implement a Mi'kmaq Communication Plan, which will include, but not be limited to, a process for communicating Project details and seeking input from the Mi'kmaq of Nova Scotia on the development and implementation of Project mitigation and monitoring plans. The plan shall be updated regularly and be available to the Department and the Mi'kmaq of Nova Scotia upon request.

11 Contingency Plan

11.1 Prior to commencement of the Project, the Approval Holder shall submit a comprehensive contingency plan to the Department which meets the Department's Contingency Planning Guidelines. The plan shall provide preventative measures and address accidental occurrences including, but not limited to, spills of hydrocarbons or other hazardous materials, failure of erosion and sediment control measures, fires and vehicular collisions. The Plan shall be implemented, maintained, and updated over the life of the Project.

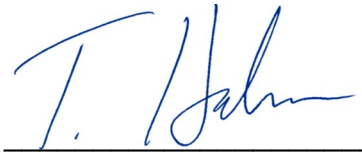
11.2 The contingency plan shall be maintained and updated as necessary, always kept on the Project site (while personnel are on-site) and be made available to the Department upon request.

12 Rehabilitation

12.1 The Approval Holder shall submit a decommissioning and site reclamation plan to the Department, two years prior to the end of operation.

12.2 Project operations shall be completed and reclaimed to the satisfaction of the Department and other appropriate regulatory departments.

12.3 In the event any turbine ceases to be operational for a period of two years, the Approval Holder shall submit a report to the Department outlining a timeline for reparation to the unit(s) to either render it fully functional or provide similar details for removing the turbine from the site within two years from the date the report was received by the Department.



Honourable Timothy Halman, MLA
Minister of Environment and Climate Change

Attachment D – Public Information Meeting Notes

May 7 – May 21, 2024

Development Agreement: Ellershouse 3 Wind Project; File # 21-16

Meeting date and time	A Public Information Meeting was held on May 7 at 6:00 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	Two (2) Councillors: • Mayor Zebian • Councillor Ivey (Chair) Four (4) members of staff: • Director Poirier • Senior Planner Fredricks • Planning Assistant Lake • CAO Philips Eight (8) proponents of the project team: • Julia Cushing • Sarah Palmer • Jennifer Tuck • Cathy Zhao • Dr. Chris Olsen • Aaron Long • Angus and Sean (Stum Environmental Consulting) Twelve (12) members of the public were present for this meeting.
Applicant Potentia Renewables Inc. **Property** PIDs 45407194, 45407202, 45407210, 45407228, 45407244, 45407251, 45407269, 45407277, 45407285, 45407178, 45407236, 45407152, 45407160, 45407186, and a portion of PIDs 45407137 and 45407145	Senior Planner Fredricks outlined the application to allow a proposed wind farm by development agreement. Julia Cushing, a representative of Potentia Renewables Inc., gave a presentation on the specifics of the proposed wind farm.
Comments	Comments from the public could be submitted to Mark Fredricks by mail, e-mail and telephone between May 7 – 21, 2024. Staff received emails from one resident and two written letters. The email correspondence is attached below.

	Six (6) members of the public spoke at the Public Information Meeting. The following comments and questions were made at the meeting. Staff and applicant responses are included in purple text. • Mel Swan asked about the lifespan of the turbines. Julia Cushing replied that the turbines are expected to last 25 years. Some of the parts may need to be replaced over that period. • Karen Wallace asked about the windmill locations, water dispersion and possible effects from last year's flood. Karen also commented that Strum's report indicated flood/weather challenges and asked about the mitigation plan. Sarah Palmer replied that an outside engineering firm will design stormwater flow with the 100yr storm as an example. The project will try to avoid as much wetland as possible and rehabilitate what is disrupted. The plan is to maintain the lands as the project moves forward. Chris Ollson commented the concern [for flooding] was more for the cabins near the lake than the homes. Karen asked uranium in the rock within the project area. Sarah replied that this is an issue throughout Nova Scotia. The geotechnical investigations will take core samples and if uranium is present, they will develop a plan to manage that rock/waste. Karen asked if the turbines were owned by Mahone Bay, Antigonish, Berwick. Julia replied that AREA (organization representing the above communities) has a purchase agreement for 6 of 12 turbines. • Dougie Ross of the Hants Sno Dusters Snowmobile club, read aloud a letter of support, outlining the good working relationship with the wind farm in regard to the trail system (maintaining, etc.). Dougie also commented off-mic that there were possible concerns with nearby train tracks. • Barb Wilson, Secretary of the Ellershouse? Wind Farm Society, commented that developer of the wind farm offers bursaries to students who do projects relating to green energy via community funds from the

	project. Barb then read a letter of support outlining community funds, trail systems through turbine sites, employment opportunities during construction/maintenance, and the pride in the positive impact of Ellershouse's green energy. • Ian Johnston, Wagner's Forest General Manager, commented that he represents the owner of lands and doesn't remember any complaints regarding the existing wind farm of 10 years. Ian also commented on the great working relationship between the wind farm and the local community. Wagner's has an open land policy for passive recreation and agreements with local groups. This is expected to continue with this project. Ian lastly commented that wind farms are very compatible with forestry uses through the upgrading, maintenance and addition of new roads. • Steve Hart commented that he was thoroughly impressed with the project and how it was presented. The project has a great community feel based on the municipal ownership of the project.
Adjournment	The meeting was adjourned at 6:52 p.m.

Public Email Responses Submitted for the Application PIM

May 12, 2024
From Grace Crawford
To Mayor Zebian and Municipal Council

Dear Mayor and Council,

Mr. Mayor, I am afraid that as I have regrettably not had a reply from Councillor Hartt regarding my previous email, I must impose on you again to answer a question for me. I am in receipt of a letter from West Hants dated April 25, 2024 stating that my property at *ADDRESS REMOVED* was within 500 feet of a property containing an industrial wind turbine. In conversation this past week with people impacted by the Bear Lake industrial wind turbine project I am told that this limits my ability to obtain permits to build on my own land. Is this actually the case?

If this is accurate, I am extremely disappointed to learn of this issue second hand and the lack of transparency on this matter! It was not stated in the letter issued by West Hants! Again, if this is accurate, then we are all losing the use and enjoyment of our properties. I view this as tantamount to expropriation of the properties affected by both the Ellershouse expansion as well as the Bear Lake project. I would anticipate that we would all receive recompense at fair market value for this from West Hants!

Respectfully,

Grace Crawford

May 12, 2024
From Mayor Zebian
To Grace Crawford

Good morning Grace. Thank you for your email.

Without seeing the actual letter you are referring to received on April 25, it would most likely be a notice informing you of a public information meeting regarding an application for development agreement of the Ellershouse 3 proposal. If you can send me a picture of it, I would be happy to confirm this.

I do not believe there would be anything regarding the proposal of the Ellershouse 3 project that would limit your ability to obtain any future permits for work you would wish to undertake on your property in the future. Permits usually look at set backs from your property line and zoning of your property rather than what an adjacent use is. Again, until you apply for your permit or have a particular project in mind you'd like to inquire about, it is hard to comment on the exact request.

If you'd like to stop into the office or speak to a member of our staff with a hypothetical question to help ease your concerns at this point I could help arrange it.

I'd just like to point out that the Ellershouse 3 project is only at the begging stage and has not yet gone before the Planning Committee or Council for approval.

Please let me know if this was helpful and if you'd like me to call you and help explain better I would be happy to do so.

Kindest regards.

Mayor Abraham Zebian

May 15, 2024
From Mark Fredricks
To Grace Crawford

Hi Grace,

The proximity of the proposed turbines will not limit your ability to add structures on your property. The setbacks that apply to wind turbines are considered only when the turbines are proposed, but the equivalent separation is not required after the turbines are built. This means your property will not be limited by the proposed turbines, either before or after their construction.

The turbines associated with Ellershouse 3 are all further away from homes than the existing turbines in Ellershouse, and each of the 12 new turbines that are proposed are more than 4km to the nearest dwelling.

The letter you received was part of our notification process to invite nearby landowners to the Public Information meeting and to gather comments afterwards. We have captured these emails in our records, and if you have any questions or concerns, please feel free to contact us again to share any other thoughts you have.

Thanks

Mark Fredericks

May 15, 2024
From Grace Crawford
To Mark Fredricks

Mr Fredericks,

Thank you so much for the clarification on this matter.

Regards,

Grace Crawford

From: Ellershouse Windfarm Sponsorship Society
% Ellershouse Community Hall
429 Ellershouse Rd., N.S.
B0N 1L0

To whom it may concern:

Each year our Windfarm Society offer seven Bursaries of $200.00 each to students who are returning to a place of study at any secondary institution. As part of the application, each student is asked to do a write-up pertaining to "Green Energy." Most do some research and write about it.

However, one person took a different approach and presented this write-up.

Green Energy: The Future of Our Community

Imagine a place where the air is clean and the Earth is at peace.

Picture this; the energy needed for the people of the village is supplied right here at home. Your electric vehicle is needing a charge, so you proceed to the community hall, where you can find electric vehicle charging station.

I am proud to say this is the reality of living in Ellershouse.

Having a wind farm in our neighborhood allows for so much more than one may think. Community funds are given for each turbine, which helps keep our community full of opportunities. The trails to the turbines are great for going for walks or leisurely ATV rides. The maintenance and construction of each new windmill opens employment options. Student bursaries are also created in response to having green energy in our community. These are just a few of the many benefits.

Most importantly, it allows us, the people of Elershouse, to be proud of the positive impact it has on green energy.

Written by a student ready to pursue studies at a university in our province.

Submitted by Secretary of Ellershouse Windfarm Sponsorship Society – Barbara Jo Wilson

Ellershouse Community Hall

From: Community Liaison Committee
% Ellershouse Community Hall
25-429 Ellershouse Rd.
Ellershouse, N.S. B0N 1L0

To: **Potentia,** % of Julia Cushing
200 Wellington St., W. Suite 1102
Toronto, On M5V 3C7
potentiarenewables.com

We, the Community Liaison Committee of Ellershouse Community, wish to give our support to **Potentia** who is organizing the proposed Ellershouse 3 Wind Farm near Ellershouse, Hants County, Nova Scotia.

Potentia, led by Julia Cushing, presented an informative presentation for Ellershouse 3 Project to West Hants Municipital Council Planning Advisory Committee. All who spoke were knowledgeable about the topic and answered questions with confidence. Some members of the Community Liaison Committee attended this meeting and were in keeping with the presentation.

We have had Ellershouse 1 and 2 Wind Farm in our community starting 2016. Since then, we have not experienced negative results from these Farms. Once the turbines were in place, the wildlife – deer, bear, coyote, fishers, etc. have all been seen in and around the turbines and our area. Bird and bat population continue to be present in the area. To our knowledge, there have been no health issues. At the time our Farm 1 was being built, a parent who had a son that experienced seizures contacted the specialist, and he said that the student would have more issues with noise at a school dance than noise from turbines. There was more traffic while the turbines were being built. However, this would be the same with any building project of this size. During strong winds, the turbines may make more noise; but, the rain beating on the metal roof makes a lot of noise too. Frogs crocking in the springtime, 4 wheelers traveling within the area are much noisier than turbines. We hear the roar of tires from 18 wheelers and vehicles on Hwy.# 101 much more frequently than we hear the turbines. Homes within our area continue to sell. As for the turbines ruining the skyline, it is a love/hate situation. Many people like them, find it relaxing to watch the blades rotating and some have said that they use them as a landmark as to their distance from Halifax. Others complain.

Thus, we support **Potentia in** the development of the Ellershouse 3 Wind Farm Project near our community. Its benefits to us are both environmentally friendly and financial.

Thanking you in advance,

David S. Blanchard, President

Barbara Jo Wilson, Secretary/Treasurer