

HOSTING AGREEMENT

between

NUCLEAR WASTE MANAGEMENT ORGANIZATION

and

THE CORPORATION OF THE TOWNSHIP OF IGNACE

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HOSTING AGREEMENT

THIS HOSTING AGREEMENT is dated as of March 18, 2024 (the “**Effective Date**”),

BETWEEN:

NUCLEAR WASTE MANAGEMENT ORGANIZATION,
a not-for-profit corporation existing under the laws of Canada
(“**NWMO**”)

and

THE CORPORATION OF THE TOWNSHIP OF IGNACE,
a corporation existing under the laws of Ontario
(the “**Municipality**”)

WHEREAS:

- A. In 2002, Parliament passed the *Nuclear Fuel Waste Act* (Canada) (“**NFWA**”), requiring the owners of used nuclear fuel in Canada to establish a waste management organization as a separate legal entity to propose and implement an approach for the management of used nuclear fuel. In accordance with the NFWA, NWMO was established by Canada’s nuclear electricity producers and assumed responsibility for designing and implementing Canada’s plan for the safe, long-term management of used nuclear fuel.
- B. In 2007, the Government of Canada selected Adaptive Phased Management as Canada’s plan for the long-term management of used nuclear fuel. APM calls for the centralized containment and isolation of Canada’s used nuclear fuel in a deep geological repository with an informed and willing host.
- C. In 2010, NWMO initiated a process to select a site for the Project, and 22 communities (including the Municipality) proactively expressed an interest by the end of 2012. Since then, NWMO has been engaged in a multi-year, community-driven process to identify a site where Canada’s used nuclear fuel can be safely contained.
- D. In 2020, NWMO announced that it had narrowed down the potential host site to two, including: (i) the WLON-Ignace area, which includes the Project Area; and (ii) the Saugeen Ojibway Nation-South Bruce area.
- E. The Municipality has completed the Community Studies and developed the Community Principles, as informed by the Community Pillars, which have aided the Parties in the negotiation of this Agreement.
- F. The Municipality is currently in the process of undertaking its Willingness Process which has been informed by the Community Vision and is reflective of the values, beliefs and

principles held by both the Municipality and NWMO through engagement, dialogue and mutual learning.

- G. Ignace Council has passed a resolution, dated as of the Effective Date and attached hereto as Schedule G, setting out the Municipality's commitment to the development of a strategic capacity plan designed to increase its capability and capacity to successfully undertake the obligations set out in this Agreement (the "**Capacity and Capability Commitment**").
- H. NWMO supports the objectives set by the Municipality in the Capacity and Capability Commitment.
- I. The Parties agree that the purposes of this Agreement include:
 - i. fostering and facilitating effective communication between the Parties through the sharing of relevant information, on a regular and ongoing basis, during the Term;
 - ii. developing and maintaining a strong working relationship between the Parties throughout the Term;
 - iii. aligning the interests of the Parties in respect of the Project;
 - iv. setting out the process and manner by which willingness and support for the Project by the Municipality shall be evidenced prior to the Commencement Date;
 - v. evidencing the Municipality's agreement to be a Willing Host, if that is the outcome of the Municipality's Willingness Process and the Project Area is selected as the site for the Project;
 - vi. describing the Project, including NWMO's process for advancing the Project design in accordance with Applicable Laws and the Regulatory Approvals; and
 - vii. establishing a framework for the Municipality's participation in the Regulatory Approvals processes for the Project, as set out in Article 5, if the Project Area is selected as the site for the Project.
- J. The Parties wish to enter into this Agreement: (i) to set out the benefits to, and obligations and rights of, each Party in respect of the Project in the event that the Project Area is or is not selected as the site for the Project; (ii) to ensure that adequate provision is made for the inherent adaptability of the APM process and the long-term nature of the Project; and (iii) to set out the respective roles and responsibilities of the Parties with respect to the Regulatory Processes applicable to the Project.

NOW THEREFORE in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

“Aboriginal Group” means any first nation recognized as a “band” within the meaning of the *Indian Act* (Canada), Métis group and/or other aboriginal group.

“Accepted Fuel Sources” has the meaning given in Section 2.2.1(a).

“Adaptive Phased Management” or **“APM”** means the approach selected by the Government of Canada for the long-term management of used nuclear fuel, which consists of both a technical method and a management system, and includes the following key attributes: (a) ultimate centralized containment and isolation of Canada’s used nuclear fuel in a deep geological repository; (b) phased and adaptive decision-making; (c) continuous monitoring; (d) retrievability; and (e) citizen engagement.

“Agreement” means this Hosting Agreement, including the recitals, and all schedules attached to hereto, in each case as they may be amended or supplemented from time to time.

“AIA” has the meaning given in Section 15.4.4.

“Annual Fuel Projection Report” means NWMO’s annual report titled “Nuclear Fuel Waste Projections in Canada” which, among other things, includes: (a) a summary of the existing inventory of used nuclear fuel waste in Canada; and (b) the location of such used nuclear fuel waste. The Annual Fuel Projection Report is updated annually and made publicly available on NWMO’s website ([Link to the most recent Nuclear Fuel Waste Projections in Canada Report available as of the Effective Date](#)).

“Annual Payment” has the meaning given in Section 2.1 of Schedule B.

“Annual Work Plan” has the meaning given in Section 5.1 of Schedule D.

“Anticipated Schedule” has the meaning given in Section 2.3.1.

“Applicable Law” means all laws, ordinances, regulations, by-laws, Authority Requirements, judgments and decrees, injunctions, writs and orders of any Governmental Authority and the terms and conditions of any Regulatory Approvals that apply to either Party, the Project, or the terms of this Agreement.

“Arbitration Rules” has the meaning given in Section 17.1.7(b).

“Authority Requirements” means any legally enforceable order, direction, directive, policy, standard, guideline or rule of or by any Governmental Authority, including legally enforceable IA Agency and CNSC policies, regulatory documents, administrative interpretations, directives and staff review procedures.

“Base Project Scope” has the meaning given in Section 2.2.1.

“Benefits Payment” has the meaning given in Section 2.1(b) of Schedule B.

“Bundles” means bundles of nuclear fuel waste in Canada, as reported in the then-current Annual Fuel Projection Report.

“Business Days” means any day other than Saturday, Sunday or any day on which the offices of the Government of Ontario or banking institutions in Thunder Bay, Ontario are not open for business.

“Capacity and Capability Commitment” has the meaning given in the recitals.

“Centre of Expertise” has the meaning given in Section 1.1 of Schedule C.

“CNSC” means the Canadian Nuclear Safety Commission established pursuant to the NSCA and includes any successor thereof.

“Commencement Date” means the date that NWMO delivers the NWMO Site Selection Notice to the Municipality.

“Committed Costs” means the amount of funding, as evidenced by project budgets, invoices and any other documentation reasonably requested by NWMO, that the Municipality requires to complete any capital project funded using the Financial Benefits where physical work of a significant nature has commenced as of the applicable date. For further clarity, physical work of a significant nature is work that is integral to the construction of such capital project. Preliminary activities, such as environmental or geological assessments, or initial preparatory work (including, for example, site clearing, fence construction or development of access roads), shall not be considered integral to such capital project.

“Communications Protocol” means the communications protocol developed and agreed by the Parties as of the Effective Date and attached hereto as Schedule F, as it may be amended from time to time by the Parties in accordance with Section 2.1(h) of Schedule D and the terms of the Communications Protocol.

“Community Decision” means a clear statement delivered to NWMO from the Municipality, in accordance with Section 21.1, as evidenced by an Ignace Council resolution, that the Municipality is or is not a Willing Host.

“Community Pillars” means the community pillars of the Municipality, which are community development, economic development, tourism development and effective marketing and communications.

“Community Principles” means the following priorities and objectives developed by the Municipality to foster and advance community well-being:

- (a) People: To promote community growth that celebrates a “small-town” rural sense of place that embraces both current and new residents with varying backgrounds,

cultures, peoples, and age groups. Part of the promotion of community growth will be the establishment of a tourism strategy and the establishment of youth training programs which could include bursaries.

- (b) Economics and Finance: To sustain and complement local businesses while supporting growth in mixed development opportunities for the local and regional economies, as well as maximizing local opportunities for training, skills development, and Project employment.
- (c) Infrastructure: To coordinate planned and integrated infrastructure and services that support both the Municipality and NWMO by enhancing, complementing, and investing in new and present community facilities/developments.
- (d) Community and Culture: To appreciate and celebrate the Municipality's "small-town" charm, heritage, and culture whereby the Project is now a chapter of the Municipality's ongoing story.
- (e) Natural Environment: To be mindful of the Municipality and NWMO's strong connection to the outdoors and natural resources, being environmental stewards who protect and enhance the local and surrounding area, as well as support a variety of economic and recreation activities.

"Community Studies" means the studies undertaken by the Municipality in respect of the Project, including the studies entitled: (a) Growing the Population and Opportunities (Population Growth); (b) Workforce Development Program; (c) Local and Regional Youth Economic Development; (d) Community Health & Protection; (e) Community Identity & Resiliency; (f) Connection with Natural Environment; (g) Recreation & Social Services; (h) Labour Baseline; (i) Labour - Opportunities to Enhance Local Employment; (j) Housing; (k) Municipal Finance, Pre-Construction Economic Development, Construction and Operations Economic Development; (l) Traffic & Roads; (m) Emergency Services; (n) Recreation & Social Infrastructure; (o) Municipal Infrastructure, and (p) Tourism.

"Community Vision" means the Municipality's community vision developed by the Municipality leadership and staff, in collaboration with the Municipality's residents and NWMO, as set out in Ignace Council resolution #379/2020.

"Conceptual Design Report" means the Deep Geological Repository Conceptual Design Report Crystalline / Sedimentary Rock, APM-REP-00440-0211-R000 published by NWMO in September, 2021, which is posted on NWMO's website ([Link to Conceptual Design Report](#)).

"Confidential Information" has the meaning given in Section 15.1.1.

"Construction Phase" means the period of time described in the Anticipated Schedule, commencing on January 1st of the year following the issuance of the Licence to Construct.

"Contractor" means, in respect of a Party, a Person (including that Person's successors and permitted assigns) engaged by such Party, or any subcontractor at any tier of such Party, in respect of the Project.

“**CPI**” means the Consumer Price Index for Canada, All Items (Not Seasonally Adjusted) as published by Statistics Canada, provided in each case that if CPI ceases to be published by Statistics Canada there shall be substituted an available replacement index that most nearly, of those then publicly available, approximates the intent and purpose of the CPI that has so ceased or changed, and this Agreement shall be amended as necessary to accommodate such replacement index, all as determined by written agreement of the Parties or failing agreement, in accordance with Article 17.

“**CPI Adjustment**” means the quotient obtained by dividing: (a) CPI for the month of November in that calendar year; by (b) CPI for the month of November, 2025.

“**Delay Period**” has the meaning given in Section 11.2.3.

“**Detailed Financial Benefits Table**” has the meaning given in the preamble of Schedule B.

“**DGR**” means the nuclear waste deep geological repository to be located within the Project Area, if the Project Area is selected as the site for the Project.

“**Disclosing Party**” has the meaning given in Section 15.1.1.

“**Discretionary Benefit**” has the meaning given in Section 5.1 of Schedule B.

“**Dispute**” has the meaning given in Section 17.1.1.

“**Dispute Notice**” has the meaning given in Section 17.1.1.

“**Effective Date**” has the meaning given in the Preamble.

“**Emergency Services Base**” has the meaning given in Section 4.1 of Schedule C.

“**Emplacement Fee**” has the meaning given in Section 3.1 of Schedule B.

“**Exit Benefits**” means the Municipality Exit Benefits or NWMO Exit Benefits, as applicable.

“**Exit Event**” means a Municipality Exit Event or an NWMO Exit Event, as applicable.

“**Extended Monitoring Phase**” means the period of time described in the Anticipated Schedule, commencing on January 1st of the year following the delivery by NWMO of the Permanent Cessation Notice, during which the long-term safety and performance of the DGR will be monitored.

“**Facility**” means:

- (a) the DGR;
- (b) all other buildings, facilities, equipment, structures and components located within the Project Area;

- (c) all surfaces, services, utilities, roadways and parking spaces required to support such buildings, facilities, equipment, structures and components, or to operate, maintain and repair, decommission, close and monitor the DGR and related facilities located within the Project Area; and
- (d) all other supporting systems, infrastructure and improvements within the Project Area.

“Financial Benefits” has the meaning given in Section 11.1.1.

“Governmental Authority” means any federal, provincial, local, or municipal government, governmental department, commission, board, bureau or agency, or any judicial, regulatory or administrative body, each having jurisdiction as to the matter in question.

“Housing and Infrastructure Plan” has the meaning given in Section 3.1 of Schedule C.

“Housing Study” has the meaning given in Section 3.1 of Schedule C.

“IA Agency” means the Impact Assessment Agency of Canada established pursuant to the IAA and includes any successor thereof.

“IA Process” means the integrated impact assessment process with respect to the Project undertaken pursuant to the IAA.

“IAA” means the *Impact Assessment Act* (Canada).

“Ignace Council” means the council for the Municipality, as elected in accordance with the *Municipal Act, 2001* (Ontario).

“Implementation Committee” has the meaning given in Section 10.1.1.

“Indigenous Knowledge” means Indigenous traditional knowledge, including knowledge of the natural environment and traditional lands, and cultural and spiritual values that members of the community may wish to share to preserve, communicate and contextualize their relationships with culture and landscape that have been locally developed over time. Indigenous Knowledge is: (a) an evolving, complex and sophisticated system of knowledge drawing on millennia of wisdom and experience; (b) an evolving knowledge system that ranges in diversity from governance, ecology, biology, ecosystems, harvesting, science and other aspects; and (c) such knowledge is held by the respective knowledge holders and their communities.

“Indigenous Knowledge Policy” means NWMO’s Indigenous Knowledge Policy dated July 2020, which is posted on NWMO’s website ([Link to Indigenous Knowledge Policy](#)), as may be amended, modified, supplemented, or replaced from time to time.

“Inquiry” has the meaning given in Section 14.2.1.

“Interruption of Operations” has the meaning given in Section 11.4.1.

“**KDSB**” has the meaning given in Section 13.1.1(b).

“**Learn More Centre**” means the lands with property identification numbers of 42103-0173 and 42103-0171 and municipally known as 304 Main Street, Ignace, Ontario, together with all buildings, structures, appurtenances and improvements situated thereon.

“**LET Program**” has the meaning given in Section 9.1.2.

“**Licence to Construct**” means the licence to construct in respect of the Project issued to NWMO by the CNSC pursuant to the NSCA.

“**Licence to Operate**” means the licence to operate in respect of the Project issued to NWMO by the CNSC pursuant to the NSCA.

“**Licence to Prepare Site**” means the licence to prepare site in respect of the Project issued to NWMO by the CNSC pursuant to the NSCA.

“**Licensing Phase**” means the period of time described in the Anticipated Schedule, commencing on January 1st of the year following a site selection decision being made by NWMO.

“**LMC Option**” has the meaning given in Section 19.6.1.

“**Local Business**” has the meaning given in the Procurement Policy.

“**Local Emergency Service**” has the meaning given in Section 13.1.1(b).

“**Local Indigenous Communities**” means: (a) WLON; and (b) such other Indigenous communities that NWMO identifies from time to time.

“**Losses**” has the meaning given in Section 11.7.3(c).

“**MAA**” has the meaning given in Section 13.1.3.

“**Major Applications**” means: (a) the impact assessment of the Project under the IAA; and (b) any licence application made to the CNSC in respect of the Project, including the Licence to Prepare Site, Licence to Construct, and the Licence to Operate.

“**MFIPPA**” has the meaning given in Section 15.4.1.

“**Milestone Event**” has the meaning given in Section 1.1 of Schedule B.

“**Milestone Payment**” has the meaning given in Section 1.1 of Schedule B.

“**Municipality**” has the meaning given in the Preamble.

“**Municipality Default**” has the meaning given in Section 11.7.1.

“**Municipality Exit Benefits**” has the meaning given in Section 19.1.1.

“Municipality Exit Event” means that, following completion of its Willingness Process, the Municipality has delivered Notice to NWMO that the Municipality is not a Willing Host.

“NFWA” has the meaning given in the recitals.

“Notice” means any notice, demand, approval, consent, information, agreement, offer, request or other communication to be delivered in writing in accordance with Section 21.1.

“Notice of Default” has the meaning given in Section 11.7.1.

“NSCA” means the *Nuclear Safety and Control Act* (Canada).

“NWMO” has the meaning given in the Preamble.

“NWMO Exit Benefits” has the meaning given in Section 19.2.1.

“NWMO Exit Event” means the occurrence of all of the following events:

- (a) the Municipality has delivered a Notice to NWMO that, based upon the Community Decision, the Municipality is a Willing Host; and
- (b) prior to the Commencement Date, as a result of NWMO’s site selection decision for the Project or otherwise, NWMO delivers Notice to the Municipality that it is not proceeding with the development of the Project within the Project Area.

“NWMO Member” means any Person that is a member of NWMO in accordance with the NWFA.

“NWMO Site Selection Notice” means the Notice delivered by NWMO to the Municipality that the Project Area has been selected as the site for the Project.

“NWMO Termination Benefits” has the meaning given in Section 19.3.1.

“NWMO Termination Event” means, following the Commencement Date, NWMO has delivered Notice to the Municipality that it is abandoning development of the Project in the Project Area.

“Operating Payment” has the meaning given in Section 2.1(c) of Schedule B.

“Operations Phase” means the period of time described in the Anticipated Schedule commencing on January 1st of the year following the issuance of the Licence to Operate.

“Parties” means NWMO and the Municipality, and each being a **“Party”**.

“Permanent Cessation Notice” has the meaning given in Section 11.4.3.

“Person” means any natural person, corporation, company, firm, joint venture, unincorporated association or organization, union, partnership (general or limited), limited liability company, unlimited liability company, trust, trustee, executor, administrator or other legal representative, Governmental Authority, Aboriginal Group or any other entity or association.

“Personnel” means:

- (a) with respect to a Party, any individual employed by, engaged by or seconded to such Party or any Contractor of such Party, including any consultants, agents, personnel, augmented staff, labour and other employees of such Party or any such Contractor, in each case which are used or engaged by such Party or such Contractor in relation to the Project; and
- (b) with respect to a Person other than a Party, any individual employed by, engaged by or seconded to such Person, including any consultants, agents, personnel, augmented staff, labour and other employees of such Person, in each case which are used or engaged by such Person in relation to the Project.

“Phase” means any of the Licensing Phase, Site Preparation Phase, Construction Phase, Operations Phase or Extended Monitoring Phase.

“Privacy Legislation” has the meaning given in Section 15.4.3.

“Procurement Policy” means NWMO’s Local and Indigenous Procurement Guide dated November 3, 2023, as may be amended, modified, supplemented, or replaced from time to time.

“Project” means all Phases of the development, construction, operation and decommissioning of the Facility, including, site selection, permitting (including, for clarity, obtaining all required Regulatory Approvals), design, engineering, licensing support, procurement, development, construction, installation, testing, commissioning, operation, maintenance, repair, decommissioning, closure and extended monitoring of the Facility, and the related training, infrastructure and ancillary buildings, and the handling, unpackaging, packaging, encasing, any other preparation, in each case conducted within the Project Area or by NWMO and its Contractors, movement and other transport, shielding and monitoring of the used nuclear fuel and associated nuclear waste to be contained in the DGR.

“Project Application Materials” means the submissions to a Governmental Authority in connection with a Major Application set out in Section 1 of Schedule E.

“Project Area” has the meaning given in Section 2.1.

“Project Emergency Response Plan” has the meaning given in Section 13.1.1(a).

“Project Information Materials” means the materials set out in Section 3 of Schedule E.

“Project Scope Modification” and **“Project Scope Modifications”** have the meaning given in Section 6.1.1.

“Project Scope Modification Notice” has the meaning given in Section 6.2.1(a).

“Prudent Practices” means any of the practices, methods and activities which, in the exercise of skill, diligence, prudence, foresight and reasonable judgment by a prudent Person engaged in similar practices, methods or activities, in light of the facts known or which ought to have been

known by such prudent Person at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, expedition and Applicable Law. Prudent Practices are not intended to be limited to the optimal practices, methods or activities to the exclusion of all others, but rather are intended to delineate acceptable practices, methods, or acts generally accepted.

“Purchase and Sale Agreement” has the meaning given in Section 19.6.2(a).

“Receiving Party” has the meaning given in Section 15.1.1.

“Reconciliation Policy” means NWMO’s Reconciliation Policy dated October 2019, which is posted on NWMO’s website ([Link to Reconciliation Policy](#)), as may be updated from time to time.

“Regulatory Approvals” means any consent, authorization, registration, filing, notification, certificate, licence, permit, approval or exemption therefrom, by, from, to, or with a Governmental Authority (including, for clarity, the Municipality), in each case as required pursuant to Applicable Law to undertake any part of the Project and includes all amendments and all non-automatic extensions or renewals of same.

“Regulatory Process” means any Governmental Authority process or proceeding in connection with obtaining or maintaining a Regulatory Approval in respect of the Project.

“Representatives” means, in respect of a Party, that Party’s: (a) shareholders and members and, in the case of NWMO, NWMO Members (including such NWMO Members’ shareholders); (b) Contractors; (c) counsel, accountants, financial advisors, technical advisors and other advisors to that Party or any such shareholder, member, NWMO Member or Contractor; (d) directors, officers, and Personnel of such Party, or such Party’s shareholders or NWMO Members; and (e) in the case of the Municipality, its elected officials.

“Segregated Account” has the meaning given in Section 14.2.3.

“Site Preparation Phase” means the period of time described in the Anticipated Schedule commencing on January 1st of the year following the issuance of the Licence to Prepare Site.

“Support Payments” has the meaning given in Section 2.1(a) of Schedule B.

“T&E Working Group” has the meaning given in Section 9.1.2.

“Term” has the meaning given in Section 20.1.

“Transportation Hub” has the meaning given in Section 4.1 of Schedule C.

“Tribunal” has the meaning given in Section 14.2.1.

“Willing Host” means a community that is informed and willing to support, accept and host the Project.

“Willingness Process” means the process followed by the Municipality in order for it to make an informed decision on whether it consents to being a Willing Host for the Project if the Project Area is selected by NWMO as the site for the Project.

“WLON” means Wabigoon Lake Ojibway Nation.

“Working Group” has the meaning given in Section 6.1 of Schedule D.

1.2 Interpretation

1.2.1 In this Agreement:

- (a) the tables of contents, headings and references to them in this Agreement are for convenience of reference only, shall not constitute a part of this Agreement, shall not define, limit, enlarge, modify or explain the scope, meaning or intent of this Agreement or any of its provisions, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Agreement;
- (b) unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders;
- (c) the word “including” and “includes” shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes, without limitation” and “including, without limitation”;
- (d) the words “herein”, “hereof”, “hereto”, “hereafter” and “hereunder” and other terms of like import shall refer to this Agreement as a whole and not to any particular section or subsection hereof;
- (e) “in its sole discretion” shall be deemed to be “in its sole and absolute discretion”;
- (f) “for clarity”, “for certainty”, “for greater clarity”, “for greater certainty” or similar expressions are used interchangeably and shall be deemed to be without limitation;
- (g) except where the context requires otherwise (irrespective of whether some, but not all, references in a Schedule specifically refer to that Schedule or to other portions of this Agreement), references to “Articles”, “Sections” and “Schedules” shall be to articles, sections and schedules hereof and “Articles” and “Sections” shall mean and include sections, subsections and paragraphs and are used interchangeably and are synonymous;

- (h) except where the context requires otherwise, references to specific Articles, Sections, Schedules and other divisions of this Agreement followed by a number are references to the whole of the Article, Section, Schedule or other division of this Agreement as applicable, bearing that number, including all subsidiary provisions containing that same number as a prefix;
 - (i) the words in this Agreement shall bear their natural meaning except where otherwise defined in this Agreement;
 - (j) the Schedules to this Agreement are an integral part of this Agreement and references to this Agreement shall include a reference to all Schedules hereto, as the same may be amended, modified, supplemented, or replaced from time to time; and
 - (k) all references in this Agreement to a Schedule shall be to a Schedule of this Agreement.
- 1.2.2 Unless otherwise specified, any reference to a statute includes and is a reference to such statute and to the regulations and rules made pursuant to it, with all amendments in force from time to time, and to any statutes, regulations and rules that may be passed which have the effect of amending, supplementing, superseding or replacing such statutes, regulations or rules.
- 1.2.3 References to “days” shall mean calendar days, unless the term “Business Days” is used, “weeks” shall mean calendar weeks, and “months” shall mean calendar months, in each case under the Gregorian calendar.
- 1.2.4 References to Persons shall include their successors and assigns. References to a public organization shall include their successors and assigns, and if a public organization ceases to exist or ceases to perform its functions without a successor or assign, references to such public organization shall be deemed to include a reference to any public organization or any organization or entity which has taken over either or both the functions and responsibilities of such public organization, including Ignace Council.
- 1.2.5 A reference in this Agreement to any right, power, obligation or responsibility of any Governmental Authority shall be deemed to be a reference to the Governmental Authority that, pursuant to Applicable Law, has such right, power, obligation or responsibility at the relevant time.
- 1.2.6 In construing this Agreement, the rule known as the *ejusdem generis* rule shall not apply nor shall any similar rule or approach apply to the construction of this Agreement and, accordingly, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

- 1.2.7 Where this Agreement states that an obligation shall be performed “no later than” or “within” or “by” a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 1.2.8 Where this Agreement states that an obligation shall be performed “on” a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 1.2.9 Any reference to time of day or date means the local time or date in Ignace, Ontario, located in the North American Central Time Zone, unless otherwise specified.
- 1.2.10 Any reference to currency, “dollars” or “\$” is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency unless another currency is expressly specified in this Agreement.
- 1.2.11 The rule of construction that ambiguities are to be resolved against drafting parties does not apply to the interpretation of this Agreement, and there is no presumption that any doubtful or ambiguous expression is to be resolved in favour of any Party.
- 1.2.12 Where in this Agreement a section uses the phrase “without limiting Section ■”, it shall be deemed to be “without limiting the generality of Section ■” and “without limiting Section ■ in any way”.

1.3 Schedules

The following schedules are attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A	—	Project Area
Schedule B	—	Financial Benefits
Schedule C	—	Additional Benefits
Schedule D	—	Implementation Committee
Schedule E	—	Regulatory Decision-Making Deliverables
Schedule F	—	Communications Protocol
Schedule G	—	Capability and Capacity Commitment

ARTICLE 2 PROJECT DESCRIPTION

2.1 Project Area

If the Municipality is selected as a host community for the Project, the Facility will be located in the general area shown in the oval-shaped area and described as the “Revell Site” in Schedule A (the “**Project Area**”).

2.2 Project Scope

2.2.1 NWMO may emplace in the DGR:

- (a) used nuclear fuel sourced from:
 - (i) previous, existing and refurbished CANDU reactors in Canada, including the refurbished Pickering B Generating Station;
 - (ii) all previous and current operations of Atomic Energy of Canada Limited (or any predecessor or successor thereto); and
 - (iii) small modular nuclear reactors that have filed a licence to construct application with the CNSC on or prior to the Effective Date,
- (collectively, the “**Accepted Fuel Sources**”); and
- (b) any low- and intermediate-level nuclear waste produced by operation of the Project that is not further reduced, reused or recycled, or sent to another licensed disposal facility at the end of the Operations Phase,

(collectively, the “**Base Project Scope**”).

2.2.2 As at the Effective Date, the conceptual design for the Facility is articulated in the Conceptual Design Report. The Municipality acknowledges that, consistent with the inherent adaptability of the APM process and the long-term nature of the Project, and the iterative process of engineering design, the design set out in the Conceptual Design Report will continue to be updated, and may be superseded, as new information becomes available as a result of on-going investigation of the Project Area and in connection with future licensing submissions.

2.2.3 NWMO acknowledges and agrees that the following will not be emplaced in the DGR: (a) liquid nuclear fuel waste; (b) nuclear waste originating from any country other than Canada; (c) used nuclear fuel not included in Section 2.2.1, unless the Parties have complied with the Project Scope Modification process set out in Section 6.2; (d) low- and intermediate-level nuclear waste not included in Section 2.2.1(b); or (e) non-fuel high-level waste.

- 2.2.4 The Municipality acknowledges and agrees that NWMO has the right to make Project Scope Modifications to the Base Project Scope in accordance with Article 6.

2.3 Project Timeline

- 2.3.1 As of the Effective Date, NWMO anticipates that, if the Project Area is selected as the site for the Project, the Phases will occur in accordance with the following schedule (the “**Anticipated Schedule**”):

Phase	Anticipated Schedule	Anticipated Duration
Licensing Phase	2025-2031	7 Years
Site Preparation Phase	2032-2035	4 Years
Construction Phase	2036-2042	7 Years
Operations Phase	2043-2104	62 Years
Extended Monitoring Phase	2105-2174	70 Years

- 2.3.2 Notwithstanding the foregoing, the Municipality acknowledges and agrees that: (a) the Anticipated Schedule is based on information available to NWMO as of the Effective Date and the start date, end date and duration of each Phase remain subject to change over the course of the Project and pursuant to the Adaptive Phased Management approach; and (b) any delay to, or interruption or extension of, the Anticipated Schedule shall be addressed in accordance with Sections 11.2 to 11.7, as applicable.
- 2.3.3 Upon determining, with reasonable certainty, that any Phase will extend beyond the duration stipulated in the Anticipated Schedule, NWMO agrees that it shall deliver Notice to the Municipality in respect of such Phase extension. For clarity, the Parties acknowledge and agree that NWMO shall be deemed to have complied with this Section 2.3.3 upon delivery of Notice in respect of a Delay Period or Interruption of Operations pursuant to Section 11.2 or 11.4, as applicable.

ARTICLE 3 PROJECT PERFORMANCE STANDARD

3.1 Project Performance Standard

Each Party acknowledges and agrees that it shall perform all of its obligations under, and observe all provisions of, this Agreement in accordance with Applicable Law, the Regulatory Approvals, and Prudent Practices.

ARTICLE 4 COMMUNITY SUPPORT AND WILLINGNESS

4.1 Community Decision and Willingness Process

The Municipality will make best efforts to complete its Willingness Process and provide NWMO with the result of its Community Decision by July 30, 2024.

4.2 Support for the Project

- 4.2.1 Upon completion of the Willingness Process, if, based upon the Community Decision, the Municipality has determined that it is a Willing Host, the Municipality shall promptly deliver Notice of such Community Decision to NWMO, attaching a copy of the resolution of Ignace Council which evidences the Municipality's willingness and consent to be a Willing Host.
- 4.2.2 Upon delivery of the Notice described in Section 4.2.1, the Municipality acknowledges, confirms and agrees that:
 - (a) it is a Willing Host and consents and agrees to host the Project;
 - (b) it supports the Project, including, for greater certainty, any Project Scope Modification made in compliance with Section 6.2;
 - (c) notwithstanding its right to participate in any applicable Regulatory Process as a member of the public, it will, at NWMO's request, participate in any applicable Regulatory Processes in accordance with and subject to Article 5; and
 - (d) it shall recognize and respect the Regulatory Approvals that have been, or may in the future be, granted to NWMO for the Project.
- 4.2.3 The Municipality agrees to fulfill all of its obligations set out in this Agreement and further agrees, subject to Article 14, undertaken by it in good faith, and its rights under this Agreement, that it shall:
 - (a) not obstruct or impede NWMO or any of its Representatives, any Governmental Authority, or any other Person, from continuing, unrestricted, and unobstructed access to the Project Area required in connection with the Project, including operating the Facility and/or the Centre of Expertise;
 - (b) not engage in any action that could frustrate, delay or interfere with, or stop NWMO from proceeding with the Project, including the construction and operation of the Facility and/or the Centre of Expertise, without lawful justification;

- (c) use commercially reasonable efforts to promptly, and in any event, within twenty (20) days of receipt thereof, execute any consent or acknowledgement related to or required to fulfil its obligations under this Agreement, as may be reasonably requested by any Governmental Authority;
 - (d) use best efforts to attend, at NWMO's reasonable request and expense, non-regulatory forums (including international forums) related to the Project, and support the Project at such forums;
 - (e) at NWMO's reasonable request, make, publish or communicate to any Person or in a public forum, its support of the Project in accordance with this Agreement; and
 - (f) not, at any time, make, publish or communicate to any Person or in any public forum, (i) any disparaging, false or misleading remarks, statements or representations concerning the Project or NWMO, or (ii) any statement indicating that the Municipality does not support the Project.
- 4.2.4 The Municipality acknowledges the Reconciliation Policy and Indigenous Knowledge Policy issued by NWMO and NWMO's commitment to reconciliation with Indigenous communities and incorporation of Indigenous Knowledge as part of its development of the Project. The Parties acknowledge the importance of reconciliation with Indigenous peoples and agree that they are committed to supporting reconciliation efforts with Indigenous communities, including the Local Indigenous Communities, that are grounded in learning, action and meaningful relationship.

ARTICLE 5

PARTICIPATION IN REGULATORY DECISION-MAKING

5.1 Advanced Review of Major Applications

- 5.1.1 NWMO will provide the Municipality with an electronic copy of draft Project Application Materials in advance of submitting such materials to the applicable Governmental Authority. For greater certainty, the obligation to provide the Municipality with a copy of any draft Project Application Materials shall not extend to:
- (a) any minor or administrative amendment to, or renewal of, a Major Application; or
 - (b) the provision of any documents incorporated or referenced in any draft or final Project Application Materials; provided that, in accordance with Applicable Law, the Municipality will have the opportunity to review such documents as part of the Regulatory Processes.

For greater certainty, NWMO's obligation to provide Project Application Materials to the Municipality shall be exclusive of any Indigenous Knowledge unless applicable consent has been obtained from the relevant knowledge-holder.

- 5.1.2 The Municipality agrees to review and provide any comments on the draft Project Application Materials to NWMO in an editable electronic format (e.g., Microsoft Word format), within forty-five (45) days of the date such Project Application Materials are received.
- 5.1.3 NWMO will make good faith efforts to address and incorporate any comments provided by the Municipality that conform to the requirements of Section 5.1.2 and, where changes are made to the final Project Application Materials, to provide a copy of the final Project Application Materials to the Municipality. Notwithstanding the foregoing, the Municipality acknowledges and agrees that NWMO has ultimate discretion with respect to whether and how to incorporate the Municipality's comments in the final Project Application Materials.
- 5.1.4 For any comments provided by the Municipality that NWMO does not incorporate into the Project Application Materials:
 - (a) NWMO shall provide the Municipality with the reasons why such comments were not incorporated; and
 - (b) notwithstanding its obligations in Section 4.2.3 and Section 5.1.2, the Municipality shall not be prohibited from raising those unincorporated comments in any Regulatory Process, provided that, in such circumstance, the Municipality will not: (i) take any actions other than raising the Municipality's comments for consideration by the applicable Governmental Authority; and (ii) commence a judicial review or other litigation in respect of the Municipality's comments that are not incorporated into the final Project Application Materials.
- 5.1.5 The Municipality acknowledges and agrees that if it does not provide comments on the draft Project Application Materials that conform to the requirements of Section 5.1.2, it shall not submit any such comments to, or raise any issues or concerns directly related to the Project Application Materials with the applicable Governmental Authority during any applicable Regulatory Process.
- 5.1.6 The Municipality acknowledges and agrees that it will not raise any issues or concerns to the applicable Governmental Authorities during any applicable Regulatory Process with respect to any comments that it provided to NWMO in accordance with Section 5.1.2 that were addressed and incorporated by NWMO into the applicable final Project Application Materials in accordance with Section 5.1.3.
- 5.1.7 The Municipality will make good faith efforts to collaborate with other municipalities that receive capacity funding from NWMO with respect to the

retention of consultants for the purposes of reviewing any Project Application Materials.

- 5.1.8 The Municipality acknowledges and agrees that all Project Application Materials, including drafts of such Project Application Materials and all notes, analysis, summaries or other documents prepared by either Party in respect thereof, shall be treated as Confidential Information and shall not be disclosed to any Person other than in accordance with Article 15.

5.2 Participation in Regulatory Processes

- 5.2.1 The Municipality agrees to support NWMO in any Regulatory Process. Without limiting the generality of the foregoing, the Municipality agrees to:

- (a) at the reasonable request of NWMO, submit support letters or provide other written evidence of support to applicable Governmental Authorities (other than the Municipality) in connection with the applications for Regulatory Approvals;
- (b) at the reasonable request of NWMO, attend regulatory hearings or meetings to support the Project and make oral submissions at such hearings or meetings in support of the Project;
- (c) not take the position in any Regulatory Process or otherwise, or support any Person (including any resident or other municipality) that takes the position, that NWMO should not be granted any Regulatory Approval or be permitted to undertake any activities in connection with the Project;
- (d) at the request of NWMO, provide information that the Municipality possesses to any Governmental Authority to support any applications for Regulatory Approvals;
- (e) subject to Article 14, process, review and render a decision in an expeditious manner regarding any applications made by NWMO for a Regulatory Approval within the Municipality's jurisdiction that is directly or indirectly related to the Project or this Agreement, including applications for Regulatory Approvals required in connection with the Centre of Expertise or to enable NWMO to meet its obligations under this Agreement. For clarity, such required Regulatory Approvals may include the Municipality passing by-laws, when and if required, in connection with the foregoing; and
- (f) meet its obligations in this Section 5.2.1 in a manner that assists NWMO in achieving its timelines associated with any Regulatory Process.

- 5.2.2 For greater certainty and without limiting the foregoing or the Municipality's other obligations set out in this Agreement, the Municipality shall comply with its obligations in Sections 4.2.1 and 4.2.3.

- 5.2.3 Nothing in this Section 5.2 shall be construed as limiting or in any way prohibiting the Municipality from making what it reasonably believes to be truthful statements to a Governmental Authority during a Regulatory Process, including any critical or negative views the Municipality may have of aspects of the Project.

5.3 IA Process and CNSC Licensing Process

- 5.3.1 The Municipality agrees to assist NWMO with its IA Process. Without limiting the generality of the foregoing, the Municipality agrees to:
- (a) attend workshops at NWMO's request; and
 - (b) provide information requested by NWMO in connection with any of the deliverables required pursuant to the IA Process, including the deliverables set out in Section 2.1 of Schedule E.
- 5.3.2 The Municipality agrees to assist NWMO with its licence applications made to the CNSC in connection with the Project by providing information requested by NWMO in connection with any of the deliverables required in connection with the applicable CNSC licensing process, including the deliverables set out in Section 2.2 of Schedule E.
- 5.3.3 NWMO shall determine the level of assistance required by the Municipality with respect to its obligations under Section 5.3.1 and Section 5.3.2, including the extent, form, and timing of such assistance. NWMO shall communicate such requirements to the Municipality promptly following provision of the deliverables, but, in any event, not less than eight (8) weeks prior to the applicable engagement, and the Municipality shall comply with all such requirements.
- 5.3.4 The Municipality shall meet its obligations in this Article 5 in a manner that assists NWMO in achieving its timelines associated with any Regulatory Process.

5.4 Provision of Project Information Materials

Upon the request of the Municipality, NWMO shall provide the Municipality's representatives on the Implementation Committee with an electronic copy of any of the Project Information Materials.

ARTICLE 6 PROJECT SCOPE MODIFICATIONS

6.1 Project Scope Modifications

- 6.1.1 The Municipality acknowledges and agrees that NWMO shall have the right, from time to time, to:

- (a) emplace additional used nuclear fuel in the DGR from Accepted Fuel Sources; and
- (b) emplace used nuclear fuel in the DGR from sources other than Accepted Fuel Sources (including used nuclear fuel from small modular reactors that have filed a licence application with the CNSC following the Effective Date),

(the “**Project Scope Modifications**” and each, a “**Project Scope Modification**”).

- 6.1.2 For clarity, NWMO acknowledges and agrees that additional used nuclear fuel emplaced in the DGR as a result of a Project Scope Modification shall comply with Section 2.2.3.

6.2 Project Scope Modification Process

- 6.2.1 If NWMO wishes to undertake a Project Scope Modification, it shall, prior to implementing such Project Scope Modification:

- (a) provide Notice to the Municipality describing: (i) the Project Scope Modification in sufficient detail to enable the Municipality to understand the anticipated impacts; (ii) any anticipated impact to the Anticipated Schedule; and (iii) any required Regulatory Approvals or any amendment required to any existing Regulatory Approvals resulting from such Project Scope Modification (a “**Project Scope Modification Notice**”); and
- (b) provide the Municipality with an opportunity to review and provide comments upon the Project Scope Modification Notice in accordance with the process set out in Section 5.1.

- 6.2.2 For clarity, the Municipality acknowledges and agrees that nothing in this Article 6 restricts NWMO’s right to undertake a Project Scope Modification (including, for greater certainty, applying for a Regulatory Approval or an amendment to an existing Regulatory Approval), provided that NWMO has complied with Section 6.2.1.

- 6.2.3 If the Operations Phase extends beyond the duration stipulated in the Anticipated Schedule as a result of a Project Scope Modification, NWMO shall pay the Municipality:

- (a) an annual Operating Payment equal to the Operating Payment paid in the final year of the Operations Phase, as set out in the Detailed Financial Benefits Table, until the Extended Monitoring Phase commences; and
- (b) the Emplacement Fee in respect of such additional used nuclear fuel.

ARTICLE 7 CONTRACTORS

7.1 Contractors

7.1.1 Each Party will ensure that its Contractors:

- (a) when performing such Party's obligations under this Agreement, comply with the applicable terms and conditions of this Agreement by flowing-down such terms and conditions in the contract entered into with each Contractor (including causing its Contractors to use commercially reasonable efforts to flow-down such applicable terms and conditions to any of its sub-subcontractors pursuant to the applicable sub-subcontract); and
- (b) do not take any action that such Party is not permitted to take under this Agreement,

and such Party will be fully responsible and liable if and to the extent that any of its Contractors: (i) fails to comply with any applicable terms and conditions of this Agreement; and/or (ii) takes any action that such Party is not permitted to take under this Agreement, in each case to the same extent as if such action or failure had been an action or failure of such Party hereunder.

7.1.2 Neither Party will be relieved of any liability or obligation under this Agreement by the delegation of any responsibilities to any Contractor.

ARTICLE 8 BUSINESS OPPORTUNITIES

8.1 Business Opportunities

The Parties: (a) acknowledge that, as of the Effective Date, given that the Project is in an early stage of development, it is premature to identify specific contracts and/or work scopes that may be made available to businesses based in the Municipality that meet the definition of a Local Business; and (b) agree that the NWMO shall, in conjunction with its negotiation of contracts with certain third parties in respect of the local development, construction and operation aspects of the Project, act in accordance with the Procurement Policy.

ARTICLE 9 EMPLOYMENT AND TRAINING

9.1 Local Employment and Training Program

- 9.1.1 NWMO is committed to facilitating employment opportunities for residents of the Municipality related to the Project.
- 9.1.2 After the Commencement Date, the Parties agree that the Implementation Committee shall form a Training and Employment Working Group (the “**T&E Working Group**”) to provide recommendations and advice in respect of the establishment and implementation of a local employment and training program for residents of the Municipality (the “**LET Program**”).
- 9.1.3 NWMO shall prepare and implement the LET Program, based on the following principles:
- (a) fostering local employment opportunities offered by NWMO and its Contractors during the Phases;
 - (b) utilizing existing training programs and post-secondary school co-op programs available to residents of the Municipality;
 - (c) collaborating with the Municipality on potential educational and training programs, including accessing funding from Governmental Authorities; and
 - (d) using commercially reasonable efforts to provide opportunities for summer jobs and paid internship positions in connection with the Project to young residents of the Municipality.

9.2 Monitoring and Reporting

The T&E Working Group shall prepare, or cause to be prepared, a biennial report in respect of the prior two (2) years of the Term for delivery to the Implementation Committee which: (a) sets out the status and progress of the implementation of the LET Program; and (b) provides recommendations to improve upon the implementation of the LET Program. The Implementation Committee shall, in consultation with the T&E Working Group, determine the timing for delivery of such report annually during the Term.

ARTICLE 10 PROJECT GOVERNANCE

10.1 Implementation Committee

- 10.1.1 Within ninety (90) days following the Commencement Date, the Parties shall establish an implementation committee in accordance with the terms of reference

set out in Schedule D in order to oversee the implementation of this Agreement (the “**Implementation Committee**”).

- 10.1.2 If requested by the Municipality, the Parties may, on an annual basis, schedule an information sharing meeting in respect of the upcoming relevant Regulatory Processes and elements of the Agreement with Ignace Council, new Implementation Committee representatives, and/or other Representatives of the Municipality. The aim of such meeting will be to support the Municipality’s capacity to participate in and benefit from input and decision-making opportunities in respect of the Project, as provided for in this Agreement. Where reasonably feasible and in the interest of efficiency, the Parties shall align the timing of any such information sharing meeting with a scheduled meeting of the Implementation Committee.

ARTICLE 11 FINANCIAL BENEFITS

11.1 Payments by NWMO to the Municipality

- 11.1.1 NWMO shall pay the financial benefits set out in Schedule B (the “**Financial Benefits**”) to the Municipality in accordance with the terms of Schedule B.
- 11.1.2 The Municipality acknowledges and agrees that: (i) payment of the Financial Benefits; (ii) delivery of the benefits set out in Schedule C; and (iii) any additional payments made in connection with a Project Scope Modification, Delay Period or Interruption of Operations:
- (a) compensate the Municipality for reasonably foreseeable impacts (whether direct or indirect) associated with the Project;
 - (b) compensate the Municipality for all costs and expenses incurred by the Municipality, directly or indirectly, in fulfilling its obligations under this Agreement (including the Capacity and Capability Commitment); and
 - (c) constitute full and final satisfaction of all amounts owed by NWMO to the Municipality in connection with this Agreement and the Project.
- 11.1.3 Further to Section 11.1.2, the Municipality hereby waives any right to any additional financial or other compensation in connection with this Agreement and the Project.
- 11.1.4 In order to maximize the impact of the Financial Benefits on the Municipality, the Municipality acknowledges and agrees that it shall use commercially reasonable efforts to source and secure additional funding, including participation in available federal or provincial government grant programs or other government initiatives, to aid in the achievement of the Community Vision. In the event that the

Municipality successfully obtains additional third party funding to supplement the Financial Benefits, the Municipality agrees to reallocate any surplus portion of the Financial Benefits to other municipal infrastructure or capital projects in a manner that is fiscally responsible and of benefit to the Municipality.

11.2 Delay Payments

11.2.1 The Parties acknowledge and agree that as of the Effective Date, NWMO anticipates that:

- (a) it will make a site selection decision for the Project by December 31, 2024; and
- (b) the Phases will occur in accordance with the Anticipated Schedule.

11.2.2 If NWMO receives a Notice from the Municipality that, based upon the Community Decision, the Municipality is a Willing Host and NWMO's site selection decision is delayed beyond December 31, 2024, NWMO agrees to continue funding the Municipality's costs associated with its participation in the site selection process for the Project until the earlier of the date that: (i) NWMO delivers the NWMO Site Selection Notice to the Municipality, or (ii) is four (4) years following the Community Decision. If NWMO fails to deliver an NWMO Site Selection Notice within four (4) years of the Community Decision, such failure shall be deemed to be an NWMO Exit Event and trigger the payment of the NWMO Exit Benefits to the Municipality.

11.2.3 If commencement of the Site Preparation Phase, Construction Phase, or Operations Phase is delayed beyond January 1st of the first (1st) year stipulated in the Anticipated Schedule (a "**Delay Period**"):

- (a) NWMO shall provide Notice to the Municipality of the occurrence of a Delay Period;
- (b) for the first (1st) year of any Delay Period, NWMO shall pay to the Municipality the Annual Payment payable in the final year of the current Phase;
- (c) for the second (2nd), third (3rd) and fourth (4th) year of any Delay Period, NWMO shall pay to the Municipality: (i) the Support Payment payable in the final year of the then current Phase; and (ii) Committed Costs in the then current year with respect to the amount identified under the "Infrastructure & Community Well-Being Fund" column in Exhibit 1 of Schedule B; and
- (d) for the fifth (5th) and any subsequent year of any Delay Period, NWMO shall make payments to the Municipality in accordance with Section 11.3.

11.2.4 For greater certainty, NWMO shall not be obligated to pay to the Municipality any Financial Benefits during any Delay Period, other than as set out in Section 11.2.3.

11.2.5 If the Operations Phase extends beyond the duration stipulated in the Anticipated Schedule as a result of a Project Scope Modification, NWMO shall pay the Annual Payment payable in the final year of the Operations Phase as set out in the Detailed Financial Benefits Table to the Municipality until the Extended Monitoring Phase commences.

11.2.6 NWMO's obligations under Section 11.2.3 in respect of a Delay Period shall terminate upon the commencement of the next Phase.

11.2.7 For greater certainty, all payments made pursuant to this Section 11.2 shall be paid in accordance with Schedule B.

11.3 Extended Delay

11.3.1 Prior to the end of the third (3rd) year of any Delay Period, the Parties shall require the Implementation Committee to meet by no later than February 28th of the fourth (4th) year of such Delay Period to consider:

- (a) the likelihood that: (i) the Delay Period will extend beyond the end of the fourth (4th) year of such Delay Period; and (ii) NWMO may terminate this Agreement as a result of such extended Delay Period;
- (b) potential measures that one or both of the Parties could take to end or shorten the Delay Period; and
- (c) whether further financial payments will be required by the Municipality beyond the end of the fourth (4th) year of any Delay Period to address costs incurred or to be incurred in connection with the Municipality's participation in the development of the Project, taking into account the Support Payments made to the Municipality and amounts spent by the Municipality during such Delay Period.

11.3.2 If, based upon the meeting held in accordance with Section 11.3.1, the Implementation Committee believes that the Delay Period could extend beyond the end of the fourth (4th) year of such Delay Period, the Implementation Committee shall, by no later than April 30th of the fourth (4th) year of such Delay Period, prepare and deliver a report to the Parties which contains:

- (a) its findings and any recommendations;
- (b) a work plan to implement any such recommendations; and
- (c) if the Implementation Committee considers necessary, recommendations in respect of any payments that NWMO should make to the Municipality in the fifth (5th) and subsequent years of the Delay Period to compensate the Municipality for costs incurred or to be incurred in connection with its participation in the development of the Project.

11.3.3 The Parties shall: (a) review and consider the Implementation Committee's report delivered in accordance with Section 11.3.2; and (b) negotiate any changes, amendments or modifications to this Agreement in order to address such Delay Period that extends beyond the end of the fourth (4th) year of such Delay Period.

11.4 Interruption of Operations

11.4.1 If, during the Operations Phase, NWMO determines, as a result of any act, event, cause or condition beyond its control, that it will not be emplacing used nuclear fuel in the DGR for a period of twelve (12) months, or such longer period as provided for in this Section 11.4 (an "**Interruption of Operations**"):

- (a) NWMO shall provide Notice to the Municipality of the Interruption of Operations;
- (b) for the first (1st) year of any Interruption of Operations, NWMO shall pay to the Municipality the Annual Payment payable in accordance with Schedule B;
- (c) for the second (2nd) and third (3rd) year of any Interruption of Operations, NWMO shall pay to the Municipality: (i) the Support Payment in respect of each such year; and (ii) Committed Costs incurred in respect of the amount(s) identified under the "Infrastructure & Community Well-Being Fund" column in Exhibit 1 of Schedule B for the second (2nd) and/or third (3rd) year of any Interruption of Operations, as applicable, but not to exceed such amount; and
- (d) for the fourth (4th) and any subsequent year(s) of any Interruption of Operations, NWMO shall make payments to the Municipality in accordance with Section 11.5.

11.4.2 For greater certainty, NWMO shall not be obligated to pay to the Municipality any Financial Benefits during any Interruption of Operations, other than as set out in Section 11.4.1.

11.4.3 NWMO's obligations under Section 11.4.1 shall terminate upon the earlier of the date that NWMO: (i) resumes emplacement of used nuclear fuel in the DGR; and (ii) delivers Notice to the Municipality that NWMO is permanently ceasing the emplacement of used nuclear fuel in the DGR (a "**Permanent Cessation Notice**").

11.4.4 For greater certainty, all payments made pursuant to this Section 11.4 shall be paid in accordance with Schedule B.

11.5 Extended Interruption of Operations

11.5.1 Prior to the end of the second (2nd) year of any Interruption of Operations, the Parties shall require the Implementation Committee to meet by no later than February 28th of the third (3rd) year of such Interruption of Operations to consider:

- (a) the likelihood that: (i) the Interruption of Operations will extend beyond the end of the third (3rd) year of such Interruption of Operations; and (ii) NWMO may issue a Permanent Cessation Notice; and
- (b) whether further financial payments will be required by the Municipality beyond the end of the third (3rd) year of any Interruption of Operations to address costs incurred or to be incurred in connection with the Municipality's participation in the development of the Project, taking into account the Support Payments made to the Municipality and amounts spent by the Municipality during the Interruption of Operations.

11.5.2 If, based upon the meeting held in accordance with Section 11.5.1, the Implementation Committee agrees that it anticipates that the Interruption of Operations could extend beyond the end of the third (3rd) year, the Implementation Committee shall, by no later than April 30th of the third (3rd) year of the Interruption of Operations, prepare and deliver a report to the Parties that contains:

- (a) its findings and any recommendations;
- (b) a work plan to implement any such recommendations; and
- (c) if the Implementation Committee considers necessary, recommendations in respect of any payments that NWMO should make to the Municipality in the fourth (4th) and subsequent years of the Interruption of Operations to compensate the Municipality for costs incurred or to be incurred in connection with its participation in the development of the Project.

11.5.3 The Parties shall: (a) review and consider the Implementation Committee's report delivered in accordance with Section 11.5.2; and (b) negotiate any changes, amendments or modifications to this Agreement in order to address such Interruption of Operations that extends beyond the third (3rd) year, or to address the reduction in the duration of the Operations Phase.

11.5.4 Following the end of the third (3rd) year of any Interruption of Operations, and provided that NWMO has complied with this Section 11.5, NWMO may deliver a Permanent Cessation Notice to the Municipality.

11.6 Adjustment to the Anticipated Schedule

Once a Delay Period or Interruption of Operations has ended and the next Phase has commenced or NWMO has resumed the emplacement of used nuclear fuel in the DGR, as applicable, the Anticipated Schedule and the Detailed Financial Benefits Table shall be adjusted on a year-for-year basis to account for the applicable Delay Period or Interruption of Operations and NWMO shall resume its payment of Financial Benefits to the Municipality pursuant to this Agreement in accordance with the revised Anticipated Schedule and Detailed Financial Benefits Table. For clarity, the Parties acknowledge and agree that any adjustments required to the Detailed Financial Benefits Table in accordance with this Section 11.6 shall be made using 2025 constant dollars.

11.7 Suspension of Payments

- 11.7.1 In the event NWMO alleges that the Municipality has failed to comply with its obligations under this Agreement (a “**Municipality Default**”), NWMO shall deliver Notice to the Municipality thereof, which Notice shall include a description of the alleged default and, if applicable, the actions required to cure or otherwise remedy the same with reasonable specificity (a “**Notice of Default**”). Where possible, the Municipality shall promptly cure or otherwise remedy the Municipality Default identified in such Notice of Default, but, in any event, within thirty (30) days of the date of such Notice of Default (or such shorter period identified by NWMO in the Notice of Default if significant legal, financial, economic, or other consequences would likely result from providing thirty (30) days for the Municipality Default to be cured).
- 11.7.2 In the event that the Municipality disputes the claims made in a Notice of Default, the Municipality may invoke the Dispute resolution process set out in Article 17.
- 11.7.3 If the Municipality: (i) does not dispute the claims made in a Notice of Default, and has not cured such Municipality Default within the cure period prescribed in the Notice of Default; or (ii) has disputed the claims made in a Notice of Default and such Dispute is resolved in favour of NWMO, and has not cured such Municipality Default within the cure period prescribed in the Notice of Default following the date that the Dispute is resolved in favour of NWMO, NWMO may:
- (a) suspend payment of any Financial Benefits or other payments or amounts owed to the Municipality which are payable pursuant to this Agreement as of the date of such Notice of Default until such Municipality Default is cured;
 - (b) where possible and necessary for the Project (as determined by NWMO in its sole discretion), perform, or cause to be performed, the Municipality’s obligations identified in the applicable Notice of Default; and
 - (c) set-off any liabilities, damages, costs and expenses, including reasonable legal fees, (collectively, “**Losses**”) incurred by NWMO in connection with such Municipality Default against unpaid Financial Benefits or other payments or amounts owed to the Municipality pursuant to this Agreement.
- 11.7.4 NWMO shall pay the Financial Benefits or other payments or amounts owed that were suspended pursuant to Section 11.7.3(a), less any amounts deducted pursuant to Section 11.7.3(c), to the Municipality within thirty (30) days of the date that the Municipality Default has been cured.

ARTICLE 12 ADDITIONAL BENEFITS

12.1 Additional Benefits

NWMO shall deliver the additional benefits set out in Schedule C.

ARTICLE 13 EMERGENCY SERVICES

13.1 Emergency Services

13.1.1 Prior to the issuance of the Licence to Prepare Site, NWMO will:

- (a) prepare, or cause to be prepared, an emergency response plan (the “**Project Emergency Response Plan**”); and
- (b) investigate and identify emergency services required from the Municipality and/or the Kenora District Services Board (“**KDSB**”) that fall outside of the Project Emergency Response Plan (each, a “**Local Emergency Service**”).

13.1.2 NWMO agrees that it shall endeavour, subject to any regulatory constraints, to include the Municipality in the preparation of the Project Emergency Response Plan and investigation and identification of Local Emergency Services, as set out in Section 13.1.1.

13.1.3 After the Commencement Date but prior to the start of any activities to be performed under the Licence to Construct, NWMO will enter into a mutual aid agreement (the “**MAA**”) with the Municipality and/or the KDSB, as applicable, with respect to any required Local Emergency Services identified pursuant to Section 13.1.1(b). The MAA will, without limitation and with such necessary changes, variations, modifications, and alterations as determined at the time of execution of the MAA:

- (a) define, and if applicable quantify, the supported needs, capabilities, capacities and funding instruments that will be required by each Local Emergency Service to functionally support the Facility; and
- (b) allocate responsibility to NWMO for any incremental costs resulting from:
 - (i) the provision of the Local Emergency Services to the Facility; and
 - (ii) any incremental updates to the Project Emergency Response Plan and/or any other emergency response plans developed in respect of the Facility, that are attributable to the Facility.

- 13.1.4 NWMO also agrees, subject to any regulatory constraints, to work with the Municipality to identify a suitable representative of the Municipality that will be invited to participate in the committee established pursuant to the Project Emergency Response Plan.

ARTICLE 14 MUNICIPAL AUTHORITY

14.1 No Derogation of Municipality Authority

- 14.1.1 All applications made by NWMO for a Regulatory Approval within the Municipality's jurisdiction shall be considered by the appropriate municipal officer based solely on the merits of the application and in the same manner as the appropriate municipal officer would do with any other similar application from any other Person. The Municipality shall process, review and render a decision on any such application in a timely manner to enable NWMO to meet its obligations under this Agreement.
- 14.1.2 Nothing in this Agreement shall be interpreted as requiring the Municipality to approve any application for a Regulatory Approval within the Municipality's jurisdiction that is directly or indirectly related to the Project or this Agreement, except as the Municipality would do with any similar application from any other Person. NWMO acknowledges that this Agreement is not intended to have the effect of, expressly or impliedly, fettering the legislative or regulatory discretion of the current or future Ignace Council in this regard.
- 14.1.3 Nothing in this Agreement shall be interpreted as restricting the exercise of any right of appeal or review available to NWMO under Applicable Law in the event the Municipality refuses to approve an application made by NWMO for a Regulatory Approval within the Municipality's jurisdiction.

14.2 Inquiry under the *Municipal Affairs Act* (Ontario)

- 14.2.1 The Parties acknowledge that: (a) sections 20 and 21 of the *Municipal Affairs Act* (Ontario) enable the Ontario Land Tribunal (the "**Tribunal**") to conduct an inquiry into the financial status of a municipality (an "**Inquiry**"); and (b) if the Tribunal is satisfied that certain conditions are met, it may make an order vesting control over the affairs of a municipality in the Ministry of Municipal Affairs and Housing.
- 14.2.2 The Municipality agrees to: (a) promptly, and in any event within three (3) Business Days, deliver Notice to NWMO if it intends to request that the Tribunal conduct an inquiry pursuant to section 20 of the *Municipal Affairs Act* (Ontario) or if it has received notice of such a request from another Person; (b) not object should NWMO wish to seek to participate in such Inquiry; and (c) provide NWMO with a copy of any document filed with the Tribunal related to the request for an Inquiry.

- 14.2.3 In the event that an Inquiry is initiated, the Municipality agrees that NWMO shall, upon delivery of Notice, have the right to hold all Financial Benefits in a segregated account controlled by NWMO (the “**Segregated Account**”). Upon delivery of such Notice, NWMO shall make payments from the Segregated Account to third parties for the purposes of covering costs incurred in support of the performance of the Municipality’s obligations pursuant to this Agreement (paid from amounts allocated for such costs, as identified in the Detailed Financial Benefits Table).

ARTICLE 15 CONFIDENTIALITY

15.1 Definition of Confidential Information

- 15.1.1 For the purposes of this Agreement, “**Confidential Information**” means any information provided by a Party or its Representatives on the one hand (each, a “**Disclosing Party**”), to the other Party or its Representatives on the other hand (the “**Receiving Party**”), in connection with this Agreement, before and after the Effective Date.
- 15.1.2 Confidential Information shall not include any information which the Receiving Party can conclusively establish:
- (a) was already lawfully in the possession of the Receiving Party on a non-confidential basis or lawfully known to the Receiving Party on a non-confidential basis prior to the disclosure of such information by or on behalf of the Disclosing Party;
 - (b) is or was lawfully and independently developed by the Receiving Party, or on its behalf, by Persons having no access to Confidential Information at the time of such independent development;
 - (c) is at the time of disclosure or thereafter becomes part of the public domain through no breach of the Receiving Party’s confidentiality obligations under this Agreement; or
 - (d) is lawfully obtained by the Receiving Party from an independent Person under no legal obligation to maintain the confidentiality of such information.

15.2 Treatment of Confidential Information

- 15.2.1 The Receiving Party shall maintain the confidential nature of Confidential Information and shall take reasonable steps to protect Confidential Information from unauthorized use, access and disclosure using at least those measures that it takes to protect its own Confidential Information of a similar nature, but no less than reasonable care. Confidential Information shall not be used by the Receiving

Party nor published, communicated or otherwise disclosed by the Receiving Party to any Person pursuant to Section 15.3 except: (a) as may be required for the performance of the Receiving Party's obligations under this Agreement and in accordance with this Agreement; or (b) as may be required by a Party or its Representatives in connection with the Project.

15.2.2 The Parties acknowledge and agree that, notwithstanding this Article 15, they shall handle and disclose Confidential Information in accordance with Applicable Law, including any applicable export control regulations.

15.3 Disclosure of Confidential Information

15.3.1 Notwithstanding Section 15.2, the Receiving Party may disclose Confidential Information of the Disclosing Party:

- (a) with the prior written consent of the Disclosing Party;
- (b) to its Representatives who have a need to know such Confidential Information, provided that such Representatives have been informed of the Receiving Party's confidentiality obligations set out in this Article 15 and are bound by confidentiality obligations substantially similar in nature and effect, and at least as stringent as, the Receiving Party's confidentiality obligations hereunder;
- (c) as may be required pursuant to Applicable Law, provided that:
 - (i) where permitted by Applicable Law, prior to any such disclosure, the Disclosing Party shall be promptly notified by the Receiving Party of the proposed disclosure and the Receiving Party shall, at the Disclosing Party's request, take reasonable steps to allow the Disclosing Party, at the Disclosing Party's sole cost, to contest the requirement for disclosure and/or limit the disclosure of Confidential Information to only such portions as are required by Applicable Law or to obtain an order or ruling to preserve the confidentiality of such Confidential Information; and
 - (ii) the Receiving Party shall (A) only disclose that portion of the Confidential Information that it is required to disclose, and (B) use commercially reasonable efforts to ensure that such Confidential Information is afforded confidential treatment;
- (d) in accordance with Section 15.4;
- (e) except and to the extent that legal privilege applies to such Confidential Information, as necessary in connection with any Dispute between the Parties so long as such disclosure is made on a confidential basis in accordance with Article 17; and

- (f) to a Governmental Authority, in connection with obtaining and/or maintaining or renewing any Regulatory Approval.

15.3.2 The Receiving Party shall be responsible for any breach of this Article 15 by any of its Representatives. The Receiving Party shall take reasonable measures, including court proceedings to restrain its Representatives from making unauthorized disclosure or use of Confidential Information of the Disclosing Party.

15.3.3 The Receiving Party shall provide Notice to the Disclosing Party of the existence of any unauthorized disclosure, possession or use of the Disclosing Party's Confidential Information, including details of the circumstances surrounding such unauthorized disclosure, possession or use, promptly after discovery of that unauthorized disclosure, possession, or use of the Disclosing Party's Confidential Information by any Person. The Receiving Party shall co-operate with the Disclosing Party to stop such unauthorized disclosure, possession or use.

15.4 Access to Information

15.4.1 The Parties acknowledge and agree that the Municipality is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) (collectively, along with any other access to information, freedom of information or any other public disclosure law applicable to the Municipality, "MFIPPA"), and that any disclosure by the Municipality of any of NWMO's Confidential Information that is legally required to be disclosed under MFIPPA shall be permitted in accordance with this Section 15.4, notwithstanding anything else in this Article 15.

15.4.2 The Municipality agrees that, in the event it receives an access request under MFIPPA for Confidential Information received from NWMO, the Municipality shall (i) fully comply with its obligations under MFIPPA in responding to such a request, and (ii) provide such cooperation and support, as it deems appropriate and consistent with its obligations under MFIPPA, to NWMO in maintaining the confidentiality of the Confidential Information, including to:

- (a) promptly, and within the required timeframes under MFIPPA, notify NWMO of such a request;
- (b) assert any and all applicable exemptions under MFIPPA (including, having regard to any representations made by NWMO, any applicable exemption provided for trade secrets and proprietary commercial, financial, technical or scientific information) to protect such information from disclosure;
- (c) support any appeal or other efforts by NWMO to obtain an order or other appropriate remedy to prevent the disclosure of such information;
- (d) not disclose any such information unless required by a final order made under MFIPPA; and

- (e) disclose only the portion of the information that it determines, after consultation with its Representatives, it is legally required to disclose.

15.4.3 The Parties acknowledge and agree that each NWMO Member and such NWMO Member's shareholders may be subject to certain Federal and Provincial legislation relating to privacy, access to information and freedom of information (collectively, "**Privacy Legislation**"), and that any disclosure by any NWMO Member or its shareholders of any of the Municipality's Confidential Information pursuant to applicable Privacy Legislation shall be permitted, notwithstanding anything else in this Article 15.

15.4.4 The Parties acknowledge and agree that the *Access to Information Act* (Canada) (the "**AIA**") may apply to Confidential Information disclosed by either Party to a Governmental Authority. Each Party shall take whatever measures are commercially reasonable under the AIA to preserve the confidentiality of such Confidential Information.

15.4.5 The provisions of this Section 15.4 shall prevail over and in lieu of any other applicable provisions in this Agreement that conflict with the provisions of this Section 15.4.

15.5 Injunctive Relief

15.5.1 The Parties agree that monetary damages may not be a sufficient remedy for any breach by a Receiving Party or any of its Representatives of its, or their, obligations pursuant to this Article 15 and that, in addition to all other remedies at law or in equity to which the Disclosing Party may be entitled, the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

15.5.2 Each Party involved in a legal proceeding seeking such injunctive relief in a court of competent jurisdiction outside the Dispute resolution process set out in Article 17 has the right to disclose in such legal proceedings Confidential Information as required by and in such legal proceedings.

ARTICLE 16 COMMUNICATIONS

16.1 Communications

The Parties shall comply with the Communications Protocol.

ARTICLE 17 DISPUTE RESOLUTION

17.1 Dispute Resolution Process

- 17.1.1 If a dispute arises in relation to any matter under this Agreement either Party may deliver to the other Party a Notice (the “**Dispute Notice**”) describing in reasonable detail the dispute, controversy, or claim arising out of or relating to any provision of this Agreement, or the alleged wrongful exercise or failure to exercise by a Party of a discretion or power given to that Party under this Agreement (collectively and individually, a “**Dispute**”).
- 17.1.2 The Parties agree to resolve any Dispute following the process set out in Section 17.1. Any resolution to a Dispute pursuant to Section 17.1.4 and Section 17.1.5 shall not be binding on the Parties until approved by both Parties in writing. The processes set out in Section 17.1.4 to Section 17.1.6 shall be the exclusive mechanism for resolving any Dispute and are express conditions precedent to arbitration of a Dispute pursuant to Section 17.1.7.
- 17.1.3 Notwithstanding the foregoing, if a Party (for the purposes of this Section 17.1.3, the “**Initial Party**”): (a) is made a party to any court proceedings brought by a third party; or (b) initiates any court proceedings against a third party in respect of the Project, then the Dispute may be resolved through the court proceeding, provided that: (i) if requested by the Initial Party, the other Party consents to being added as a party to such proceeding; and (ii) if requested by the other Party, the Initial Party consents to the other Party being added as a necessary party to such proceeding. For clarity, the Parties acknowledge and agree that, where possible, Disputes shall be resolved pursuant to arbitration in accordance with this Article 17 and that this Section 17.1.3 is not intended to permit a Party to initiate a Dispute in court where it could otherwise be resolved by arbitration (including joining other relevant third parties who have agreed to participate in the arbitration).
- 17.1.4 The Parties agree that any Dispute shall be first referred to the Implementation Committee for resolution. At the time the Dispute Notice is delivered by a Party to the other Party, the Party commencing such Dispute shall concurrently provide a copy of the Dispute Notice to the Implementation Committee.
- 17.1.5 If, within twenty (20) Business Days of delivery of the Dispute Notice to the Implementation Committee, the Implementation Committee has not resolved the Dispute, the Dispute shall be referred to the President of NWMO and the Mayor of the Municipality or their designate for resolution.
- 17.1.6 If, within ten (10) Business Days of the date the Dispute was referred to the President of NWMO and the Mayor of the Municipality or their designate for resolution, such representatives of the Parties have not resolved the Dispute, then either Party has the right to refer the Dispute to arbitration in accordance with Section 17.1.7.

17.1.7 If a Dispute is referred to arbitration, the Parties agree that:

- (a) arbitration pursuant to this Section 17.1.7 shall be the sole and exclusive remedy for the resolution of a Dispute submitted to arbitration;
- (b) the arbitration shall be conducted in accordance with the Rules of Arbitration of the ADR Institute of Canada in effect on the Effective Date or such other arbitration rules mutually agreed to by the Parties (the “**Arbitration Rules**”), except to the extent such Arbitration Rules conflict with the provisions of this Section 17.1.7, in which case the provisions of this Section 17.1.7 shall prevail;
- (c) the Parties shall be entitled to seek interim measures of protection from the courts of the province of Ontario pending completion of any arbitration, including seeking an interim or interlocutory injunction;
- (d) the arbitral tribunal shall consist of one (1) arbitrator appointed in accordance with this Section 17.1.7;
- (e) the arbitrator appointed by the Parties to resolve a Dispute shall be an individual with experience in the subject matter of the Dispute;
- (f) the Parties shall jointly appoint an arbitrator within twenty (20) Business Days of the date the Dispute is referred to arbitration. If the Parties are unable to mutually agree upon an arbitrator for such Dispute, for any reason whatsoever, such arbitrator shall be appointed by the ADR Institute of Canada in accordance with the Arbitration Rules and this Section 17.1.7;
- (g) the arbitration shall be heard in Thunder Bay, Ontario, unless the Parties otherwise agree in writing, and English shall be the language of the arbitration proceedings;
- (h) the arbitrator shall apply, and shall be bound by, Applicable Law and the terms of the Agreement;
- (i) the Parties may disclose any relevant Confidential Information to the arbitrator for the purposes of arbitration of the Dispute;
- (j) all arbitration hearings shall constitute Confidential Information to which Article 15 applies. Any arbitrator appointed pursuant to this Section 17.1.7 shall keep all information and documents relating to the Dispute confidential and shall not disclose such information or documents to anyone other than the Parties, unless required to do so by Applicable Law. Any arbitrator appointed pursuant to this Section 17.1.7 shall not be compellable as a witness in any subsequent proceeding and their working papers shall not be subject to subsequent production, unless required by Applicable Law;

- (k) arbitrations shall be governed by the laws of the Province of Ontario;
- (l) the arbitrator shall decide the Dispute and shall state in writing the reasons for the decision;
- (m) any monetary award of the arbitrator shall be denominated in Canadian funds and shall be paid in accordance with the time period specified by the arbitrator by wire transfer to an account designated in writing by the Party receiving such award;
- (n) unless the Parties otherwise agree and subject to Sections 17.1.3 and 17.1.8, no Dispute, controversy or claim hereunder shall be consolidated with any arbitral or other proceeding involving any third party;
- (o) unless the Parties expressly agree in writing to the contrary, the Parties undertake to keep confidential all awards in the arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceeding not otherwise in the public domain, provided that each of the Parties shall be entitled to disclose such matters to its Representatives, to the extent required by Applicable Law, and may make such disclosures in the course of any proceedings required to protect or pursue any legal right arising out of or in connection with the arbitration or a challenge of an award;
- (p) the Parties shall equally share the fees of the arbitrator and the costs of arbitration (other than each Party's legal fees);
- (q) the Parties shall each bear their own legal costs of the arbitration;
- (r) notwithstanding Section 17.1.7(p) and Section 17.1.7(q), the arbitrator may order the losing Party to pay all or a portion of the costs of arbitration and the legal fees of the successful Party if the arbitrator is of the view that the losing Party's claim or defence was frivolous; and
- (s) any decision of the arbitrator in respect of a Dispute shall be final and binding on the Parties, provided that a Party may appeal such decision, but only in respect of a question of law.

17.1.8 The Parties acknowledge that they have a strong desire to avoid a multiplicity of proceedings relating to the resolution of Disputes involving common issues and to have such common issues resolved in a single forum. As such, in the event that a dispute arises under another agreement related to the Project which involves a Party (for the purposes of this Section 17.1.8, the "**Initial Party**"), including a subcontract between a Party and any of its Contractors, and/or an agreement between NWMO and any local community or Local Indigenous Community, if requested by the Initial Party, the other Party consents to the joinder of any arbitration proceedings thereunder with any arbitration proceedings under this Agreement.

17.2 Exclusions

17.2.1 Notwithstanding anything contained in this Agreement to the contrary, Section 17.1 shall not apply to:

- (a) the Municipality's determination of whether the Municipality is or is not a Willing Host under Section 4.2.1;
- (b) NWMO's decision to select or not select the Project Area as the site for the Project;
- (c) the processing or denial of any Regulatory Approval within the Municipality's jurisdiction under Article 14, provided the Municipality has complied with the requirements of Section 14.1.1; and
- (d) the applicable Party's decision to disclose Confidential Information pursuant to Article 15.

ARTICLE 18 REPRESENTATIONS AND WARRANTIES

18.1 Representations and Warranties of NWMO

18.1.1 NWMO acknowledges that the Municipality is relying upon the representations set out in this Agreement and in connection with its entering into this Agreement, NWMO represents and warrants as follows:

- (a) NWMO is a duly constituted not-for-profit organization;
- (b) NWMO is validly existing, and is in good standing with the relevant Governmental Authority, under the federal laws of Canada;
- (c) NWMO has all necessary powers, capacity and authority to enter into this Agreement and to perform the obligations as set out herein, and to do all acts and things, and execute, deliver and perform all other agreements, instruments, undertakings and documents as are explicitly or implicitly required by this Agreement to be done, executed, delivered or performed by NWMO;
- (d) this Agreement has been duly authorized, executed and delivered by NWMO and constitutes a legal, valid and binding obligation on NWMO, enforceable against NWMO in accordance with its terms, subject only to:
 - (i) limitations with respect to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding-up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally; and

- (ii) general equitable principles and the fact that the availability of equitable remedies is in the discretion of a court and that a court may stay proceedings or the execution of judgments;
- (e) the execution and delivery by NWMO and the performance by NWMO of its obligations under this Agreement do not violate or conflict with, or constitute a default under:
 - (i) NWMO's constating, formation or organizational documents, including any by-laws;
 - (ii) any Applicable Law; or
 - (iii) any covenant, contract, agreement, or understanding to which NWMO is a party;
- (f) NWMO is financially solvent, able to pay its debts as they mature, and is, or will be, possessed of sufficient working capital to complete its obligations as they arise under this Agreement; and
- (g) to NWMO's knowledge, there are no actions, suits, proceedings, or investigations pending or threatened (in writing) against NWMO that could have a material impact on its ability to fulfill its obligations under this Agreement.

18.1.2 All of the representations and warranties of NWMO set forth in Section 18.1.1 are true and correct on the Effective Date and NWMO covenants that the representations and warranties set forth in Section 18.1.1 shall continue to be true and correct throughout the Term. NWMO shall provide the Municipality with Notice if any of the representations and warranties of NWMO set forth in Section 18.1.1 was false or inaccurate on the Effective Date or becomes false or inaccurate at any time during the Term, such notice to be provided no later than five (5) Business Days after NWMO becomes aware of such falsity or inaccuracy.

18.2 Representations and Warranties of the Municipality

18.2.1 The Municipality acknowledges that NWMO is relying upon the representations and warranties set out in this Agreement and in connection with its entering into this Agreement, the Municipality represents, warrants and covenants as follows:

- (a) the Municipality is a duly incorporated municipal corporation;
- (b) the Municipality is validly existing, and is in good standing with the relevant Governmental Authority, under the laws of Ontario;
- (c) Ignace Council has approved this Agreement and the entering into of such Agreement and has provided a copy of the Ignace Council resolution dated as of the Effective Date evidencing such approval to NWMO;

- (d) the Municipality has all necessary powers, capacity and authority to enter into this Agreement and to perform the obligations as set out herein, and to do all acts and things, and execute, deliver and perform all other agreements, instruments, undertakings and documents as are explicitly or implicitly required by this Agreement to be done, executed, delivered or performed by the Municipality;
- (e) this Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a legal, valid and binding obligation on the Municipality, enforceable against the Municipality in accordance with its terms, subject only to:
 - (i) limitations with respect to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding-up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally; and
 - (ii) general equitable principles and the fact that the availability of equitable remedies is in the discretion of a court and that a court may stay proceedings or the execution of judgments;
- (f) the execution and delivery by the Municipality and the performance by the Municipality of its obligations under this Agreement do not violate or conflict with, or constitute a default under:
 - (i) the Municipality's constating, formation or organizational documents, including any by-laws;
 - (ii) any Applicable Law; or
 - (iii) any covenant, contract, agreement, or understanding to which the Municipality is a party;
- (g) the Municipality is financially solvent, able to pay its debts as they mature, and is, or will be, possessed of sufficient working capital to complete its obligations as they arise under this Agreement; and
- (h) to the Municipality's knowledge, there are no actions, suits, proceedings, or investigations pending or threatened (in writing) against the Municipality that could have a material impact on its ability to fulfill its obligations under this Agreement.

18.2.2 All of the representations and warranties of the Municipality set forth in Section 18.2.1 are true and correct on the Effective Date and the Municipality covenants that the representations and warranties set forth in Section 18.2.1 shall continue to be true and correct throughout the Term. The Municipality shall provide NWMO with Notice if any of the representations and warranties of the Municipality

set forth in Section 18.2.1 was false or inaccurate on the Effective Date or becomes false or inaccurate at any time during the Term, such Notice to be provided no later than five (5) Business Days after the Municipality becomes aware of such falsity or inaccuracy.

ARTICLE 19

EXIT AND TERMINATION BENEFITS

19.1 Municipality Exit Event

19.1.1 In the event that a Municipality Exit Event occurs, NWMO shall:

- (a) pay the Municipality \$5,000,000 in accordance with Section 19.5; and
- (b) grant the Municipality the LMC Option, which may be exercised in accordance with Section 19.6.1,

(collectively, the “**Municipality Exit Benefits**”).

19.1.2 For clarity, the Parties acknowledge and agree that if the Municipality has failed to deliver Notice to NWMO that the Municipality is or is not a Willing Host by September 30, 2024, NWMO may, in its sole discretion, deem that a Municipality Exit Event has occurred as of the date that NWMO delivers Notice to that effect to the Municipality.

19.2 NWMO Exit Event

19.2.1 In the event that an NWMO Exit Event occurs, NWMO shall:

- (a) pay the Municipality \$8,000,000 in accordance with Section 19.5; and
- (b) grant the Municipality the LMC Option, which may be exercised in accordance with Section 19.6.1,

(collectively, the “**NWMO Exit Benefits**”).

19.3 NWMO Termination Event

19.3.1 In the event that an NWMO Termination Event occurs, NWMO may terminate this Agreement in accordance with Section 19.4.4 and shall:

- (a) enter into negotiations with the Municipality to agree upon the termination payment to be made in connection with such NWMO Termination Event. Such termination payment shall be limited to:
 - (i) Committed Costs, which shall not exceed \$6,000,000 in aggregate; and

- (ii) in order to allow for a reasonable wind-down period, the payment of certain support costs that the Municipality has committed to prior to the occurrence of the NWMO Termination Event. For clarity, such support costs shall not exceed \$600,000 in aggregate; and
- (b) grant the Municipality the LMC Option, which may be exercised in accordance with Section 19.6.1,

(collectively, the “**NWMO Termination Benefits**”).

19.4 Exit Benefits and NWMO Termination Benefits

19.4.1 NWMO agrees to deliver the applicable Exit Benefits or NWMO Termination Benefits in accordance with Section 19.5 and Section 19.6, as applicable.

19.4.2 Notwithstanding Section 19.4.1 and anything in this Agreement to the contrary, NWMO shall not be required to deliver the applicable Exit Benefits or NWMO Termination Benefits to the Municipality if NWMO determines that: (a) the NWMO Exit Event or NWMO Termination Event is caused or contributed to, in whole or in part or directly or indirectly, by the Municipality’s actions or inactions; or (b) at the time that an NWMO Exit Event or NWMO Termination Event occurs, a Municipality Default has occurred and is continuing.

19.4.3 If the Municipality disputes NWMO’s determination pursuant to Section 19.4.2, the Parties agree that such Dispute shall be resolved in accordance with the Dispute resolution process set out in Article 17.

19.4.4 Upon delivery of the applicable Exit Benefits or NWMO Termination Benefits, this Agreement shall terminate and, subject to Section 20.2, be of no further force and effect.

19.5 Payment of Financial Portion of the Exit Benefits or NWMO Termination Benefits

19.5.1 Subject to Sections 19.4.2 and 22.2 NWMO shall pay the monetary portion of:

- (a) the applicable Exit Benefits to the Municipality on or prior to the date that is sixty (60) days following the occurrence of the applicable Exit Event; or
- (b) the NWMO Termination Benefits to the Municipality on or prior to the date that is sixty (60) days following completion of negotiations of the monetary portion of the NWMO Termination Benefits in accordance with Section 19.3.1(a),

in each case by wire transfer of immediately available funds in accordance with wire instructions provided by the Municipality to NWMO in writing.

19.6 Transfer of the Learn More Centre

19.6.1 For the period of six (6) months following either: (a) an Exit Event; or (b) the delivery of Notice from NWMO to the Municipality, pursuant to Section 2 of Schedule C, that NWMO no longer intends to use the Learn More Centre, the Municipality shall have an option to purchase the Learn More Centre (the “**LMC Option**”).

19.6.2 If the Municipality delivers Notice to NWMO that it wishes to exercise the LMC Option, the following shall apply to such purchase by the Municipality of the Learn More Centre from NWMO:

- (a) within sixty (60) days of the date that the Municipality delivers Notice of its intent to exercise its option to purchase the Learn More Centre, the Parties shall enter into an agreement of purchase and sale for the Learn More Centre using the Ontario Real Estate Association’s standard form of agreement of purchase and sale for commercial property (the “**Purchase and Sale Agreement**”);
- (b) the Parties agree that the value of consideration for the purchase of the Learn More Centre shall be \$1.00;
- (c) the Municipality agrees that it shall purchase the Learn More Centre on an “as is, where is” basis;
- (d) NWMO shall pay any taxes and related transaction costs associated with the purchase and sale of the Learn More Centre; and
- (e) each Party agrees that it shall do any such acts that are reasonably required and requested by the other Party to complete the purchase by the Municipality of the Learn More Centre from NWMO.

19.7 Full and Final Benefits

19.7.1 In the event that an Exit Event or NWMO Termination Event occurs, the Municipality:

- (a) acknowledges and agrees that the applicable Exit Benefits or NWMO Termination Benefits: (i) compensate the Municipality for all impacts (whether direct or indirect) related to the Project; and (ii) constitute full and final satisfaction of (A) all amounts owed by NWMO to the Municipality in connection with this Agreement and/or the Project, and (B) any present or future claims, demands and proceedings by the Municipality in respect of the Project and/or NWMO;
- (b) irrevocably waives any right to any additional financial or other compensation from NWMO in respect of the Project; and

- (c) releases NWMO from all liability in relation to this Agreement and the Project, and agrees that it shall be precluded from exercising all other rights and remedies in respect of any liability whether based upon an action or claim in contract, tort, warranty, equity, negligence, strict liability, intended conduct or otherwise.

ARTICLE 20

TERM AND TERMINATION

20.1 Term and Termination

This Agreement shall commence on the Effective Date and continue until the earlier of: (a) completion of the Extended Monitoring Phase; and (b) the date that this Agreement is terminated in accordance with Section 19.4.4 (the “**Term**”).

20.2 Provisions Surviving Termination of the Agreement

20.2.1 Notwithstanding the expiration of the Term:

- (a) each Receiving Party shall continue to keep confidential all Confidential Information of the Disclosing Party;
- (b) any monies due and owing shall be paid promptly, upon final calculation, to the Party to which such monies are owed by the Party which owes such monies, and any accounting for such monies required under this Agreement shall be thereafter forthwith provided by the Party receiving such monies to the Party paying such monies; and
- (c) Section 4.2.3(a), Section 4.2.3(b), Section 4.2.3(f), Article 15, Article 17, Section 19.5, Section 19.6, Section 19.7, Article 21, Section 22.10, Section 22.11, Sections 1.7 to 1.10 and Section 2 of Schedule C and any other provisions of this Agreement which are expressed to survive termination or which are required to give effect to such provisions which survive termination or to such termination or the consequences of such termination shall survive the termination of this Agreement.

ARTICLE 21

NOTICES

21.1 Notices

- 21.1.1 Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing and signed by the Party giving

such notice and shall be sent by mail or electronic mail to the other Party at such address as set forth below:

(a) if delivered to NWMO:

Address: 22 St. Clair Avenue East, 4th Floor
Toronto, Ontario M4T 2S3

Attention: Doug Taylor, Vice-President, General Counsel
Email: dtaylor@nwmo.ca

(b) if delivered to the Municipality:

Address: PO Box 248, 34 Highway 17 West
Ignace, Ontario, POT 1TO

Attention: Mayor Kimberly Baigrie
Email: kbaigrie@ignace.ca

21.1.2 Any Party shall have the right to change the place to which such notice shall be sent or delivered by similar notice sent in like manner to the other Party. The effective date of any notice issued pursuant to this Agreement shall be the date of the addressee's receipt of such notice.

ARTICLE 22 GENERAL PROVISIONS

22.1 Assignment

Neither Party shall have any right to assign this Agreement or any interest herein to any other Person without the prior written consent of the other Party, which consent may be withheld at that Party's sole discretion.

22.2 Set-off

NWMO shall be entitled to set-off any amount owing to the Municipality hereunder against any amount owed by the Municipality to NWMO. NWMO shall deliver Notice to the Municipality prior to implementing such set-off. The Parties acknowledge and agree that the set-off rights set out in this Section 22.2 shall only apply to this Agreement.

22.3 No Partnership

Nothing in this Agreement shall be construed as creating a legal partnership, joint venture or association or a trust, fiduciary, or similar relationship. It is further understood and agreed that no Party is liable for the acts, covenants, and agreements of the other Party, except as may be expressly provided in this Agreement.

22.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all other prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof. There are no warranties, conditions, or representations (including negligent misrepresentations and any that may be implied by statute) and there are no promises, covenants or agreements (including collateral contracts) in connection with such subject matter except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation (including negligent misrepresentation), promise, covenant, agreement, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this Agreement, or any amendment or supplement thereto, by any Party to this Agreement or its Representatives to the other Party to this Agreement or its Representatives, except to the extent that the same has been reduced to writing and included as a term of this Agreement, and neither of the Parties to this Agreement have been induced to enter into this Agreement or any amendment or supplement by reason of any such warranty, representation (including negligent misrepresentation), promise, covenant, agreement, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort (including negligence and negligent misrepresentation) or in contract, assessed in relation to any such warranty, representation (including negligent misrepresentation), promise, covenant, agreement, opinion, advice or assertion of fact, except to the extent contemplated above.

22.5 Amendment

No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification shall be in writing and executed by all Parties.

22.6 Successor and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, which shall mean any successor to either Party in accordance with any legislation providing for the same. For greater certainty, the Parties acknowledge and agree that where the Municipality amalgamates or restructures, this Agreement shall enure to the benefit of and be binding upon the municipal corporation resulting from such amalgamation or restructuring.

22.7 No Waiver

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of that or any future right. No single or partial exercise of any such right shall preclude any other or further exercise of that right or the exercise of any other right.

22.8 Severability

The invalidity of one or more of the phrases, sentences, clauses, Articles or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, that provision shall be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement. In the event of such restriction, prohibition or unenforceability, the Parties shall make good faith efforts to negotiate a provision to replace the impugned provision so as to maintain the intent and purpose of this Agreement.

22.9 Further Assurances

Each of the Parties to this Agreement hereby agrees that it shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party may reasonably require from time to time for the purpose of giving effect to the provisions of this Agreement and each of the Parties to this Agreement agrees that it shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

22.10 Governing Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

22.11 Jurisdiction

Subject to Article 17, the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

22.12 Counterparts and Transmission

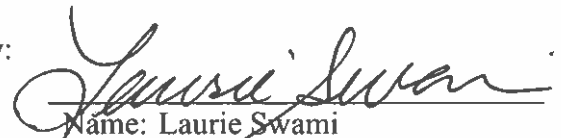
This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. A Party's transmission by facsimile, e-mail attachment (PDF document), or other electronic means, of a copy of this Agreement duly executed by that Party shall constitute effective delivery by that Party of an executed copy of this Agreement to the Party receiving the transmission. A Party that has delivered this Agreement by facsimile shall forthwith deliver an originally executed copy to the other Party.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the Effective Date.

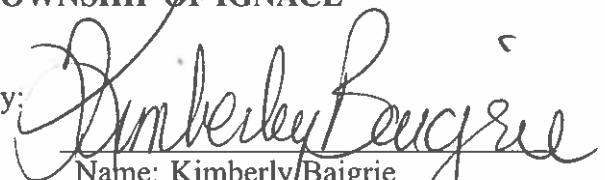
**NUCLEAR WASTE MANAGEMENT
ORGANIZATION**

By:


Name: Laurie Swami
Title: President and CEO

**THE CORPORATION OF THE
TOWNSHIP OF IGNACE**

By:

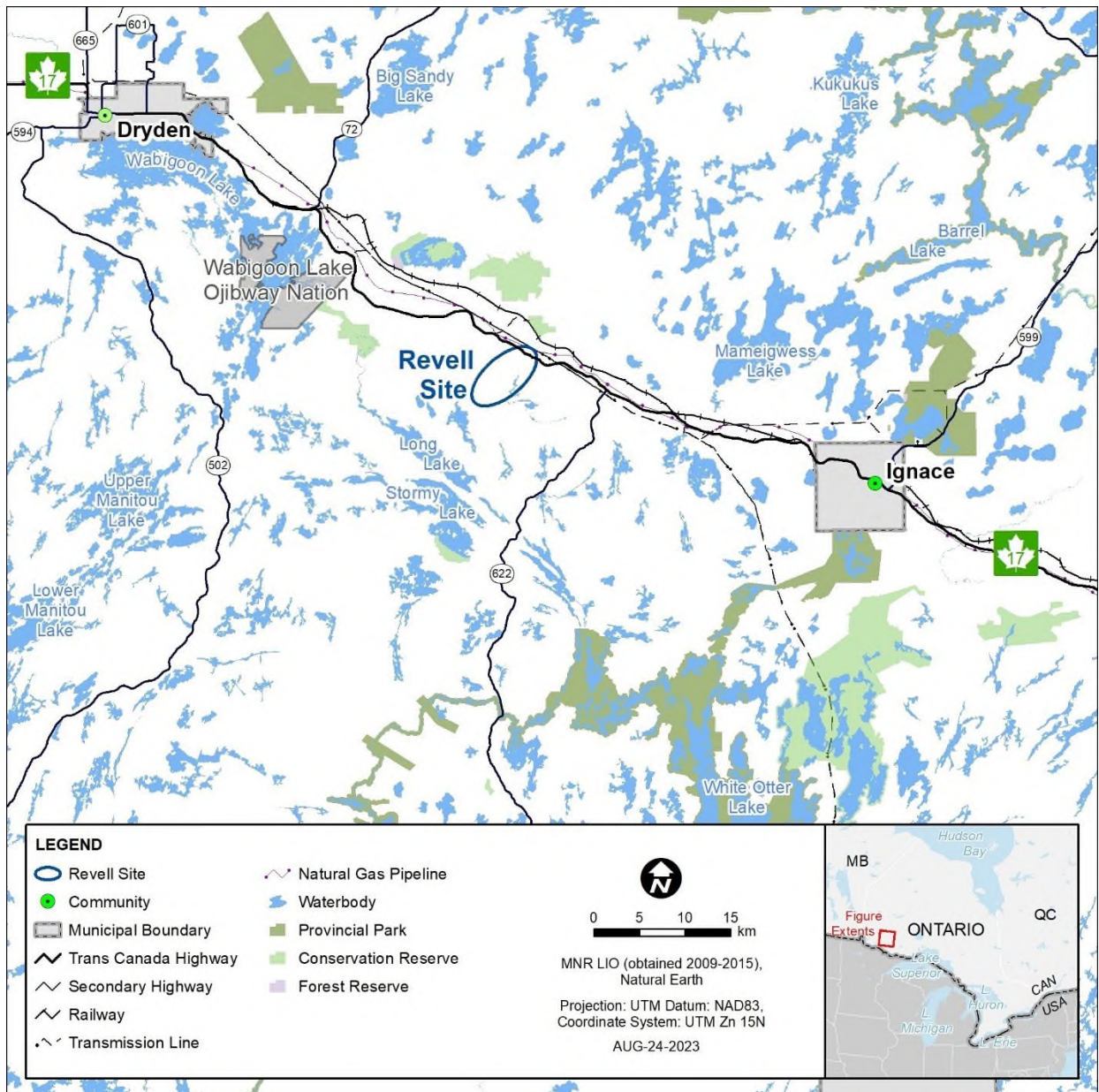

Name: Kimberly Baigrie
Title: Mayor



SCHEDULE A

PROJECT AREA

NWMO anticipates that the Project Area will be located in or around the area identified on the map below as the “Revell Site”. The detailed coordinates for the Project Area will be ascertained during the Licensing Phase based on the surface and subsurface area requirements for the Project developed in connection with: (a) the IA Process; and (b) other relevant Regulatory Processes with other Governmental Authorities. The Parties acknowledge and agree that the Agreement shall be amended during the Licensing Phase to replace this Schedule A once additional detail regarding the Project Area is available.



SCHEDULE B

FINANCIAL BENEFITS

The Financial Benefits payable by NWMO to the Municipality are comprised of: (a) Milestone Payments; (b) Annual Payments; and (c) an Emplacement Fee. Additional detail in respect of such payments streams is set out below and in the table attached as Exhibit 1 of this Schedule B (the “**Detailed Financial Benefits Table**”).

1. Milestone Payments.

1.1 NWMO shall make the following milestone payments (each, a “**Milestone Payment**”) to the Municipality upon the occurrence of the following:

- (a) \$1,500,000, upon NWMO’s receipt of written confirmation that the Municipality has completed its Willingness Process, and an additional \$500,000 if the Municipality provides written confirmation to NWMO, on or before June 30, 2024, that the Municipality has completed its Willingness Process;
- (b) if the Project Area is selected as the site for the Project:
 - (i) \$4,000,000, upon submission of the Initial Project Description to the IA Agency;
 - (ii) \$4,000,000, upon submission of the Final Impact Statement to the IA Agency and the application for the Licence to Prepare Site to the CNSC;
 - (iii) \$6,000,000, upon the CNSC’s issuance of the Licence to Construct;
 - (iv) \$6,000,000, upon the CNSC’s issuance of the Licence to Operate; and
 - (v) \$6,000,000, upon NWMO’s permanent cessation of emplacement of used nuclear fuel in the DGR, and NWMO’s delivery of the Permanent Cessation Notice to the Municipality,

(each, a “**Milestone Event**”).

1.2 For clarity, each Milestone Payment shall be payable once, upon achievement of the applicable Milestone, and no Milestone Payment shall be payable for subsequent or repeated achievements of such Milestone Events.

1.3 NWMO shall make Milestone Payments to the Municipality within ninety (90) days following the occurrence of the applicable Milestone Event.

2. Annual Payments.

2.1 Commencing on January 1st in the year following the Commencement Date, NWMO shall make an annual payment to the Municipality that is comprised of:

- (a) payments to compensate the Municipality for the costs associated with the Municipality's participation in the development of the Project, including payments in respect of (i) deliverable-driven engagement, and (ii) capacity support and governance (collectively, a "**Support Payment**"). See the columns identified under the heading "SUPPORT PAYMENT" in Exhibit 1 of this Schedule B for a detailed summary of the Support Payments that will be paid by NWMO to the Municipality during the Term;
- (b) payments to provide the Municipality with direct benefits, including payments in respect of (i) infrastructure and community well-being, and (ii) youth community training (collectively, a "**Benefits Payment**"). See the columns identified under the heading "BENEFITS PAYMENT" in Exhibit 1 of this Schedule B for a detailed summary of the Benefits Payment that will be paid by NWMO to the Municipality during the Term; and
- (c) an annual operating payment (an "**Operating Payment**"). See the column identified under the heading "OPERATING PAYMENT" in Exhibit 1 of this Schedule B for a detailed summary of the Operating Payments that will be paid by NWMO to the Municipality during the Term,

(together, each Support Payment, Benefit Payment and Operating Payment made in a given year constitutes an "**Annual Payment**").

2.2 NWMO shall pay all Annual Payments in quarterly installments within thirty (30) days of January 1st, April 1st, July 1st and October 1st during each year of the Term.

2.3 Subject to the occurrence of an NWMO Termination Event or delivery of a Permanent Cessation Notice by NWMO to the Municipality as a result of an Interruption of Operations, NWMO acknowledges and agrees that, in the event that any Phase is completed prior to December 31st in the year stipulated in the Anticipated Schedule (as may be such dates may be adjusted on a year-for-year basis to account for the applicable Delay Period or Interruption of Operations in accordance with Section 11.6), it shall pay the Municipality, as a lump sum, all amounts payable for the remainder of such Phase, as stipulated in the Detailed Financial Benefits Table (expressed in 2025 constant dollars and adjusted in accordance with Section 4.2 of Schedule B for the year that such Phase is completed).

3. Emplacement Fee.

3.1 NWMO shall pay an emplacement fee equal to \$0.50 for each Bundle that is emplaced in the DGR (the "**Emplacement Fee**").

- 3.2 The Emplacement Fee shall be paid in annual installments which shall be calculated based upon the number of Bundles emplaced in the DGR during the preceding year of the Operations Phase, as documented in the then-current Annual Fuel Projection Report. Each annual payment in respect of the Emplacement Fee shall be paid by NWMO to the Municipality no later than sixty (60) days following the end of each applicable year during the Operations Phase.
- 3.3 Subject to the occurrence of an NWMO Termination Event, NWMO acknowledges and agrees that, regardless of the actual number of Bundles that are emplaced in the DGR, it shall pay the Municipality not less than \$3,720,000 during the Operations Phase in respect of the Emplacement Fee.
4. Escalation of Financial Benefits.
- 4.1 The Financial Benefits, including the amounts set out in Exhibit 1 of this Schedule B, are expressed in 2025 constant dollars.
- 4.2 Commencing on January 1, 2026, and each year thereafter during the Term, the Financial Benefits paid in such year shall be adjusted by multiplying (i) the Financial Benefits payable in such year; by (ii) the CPI Adjustment.
5. Discretionary Benefit.
- 5.1 In addition to the Financial Benefits described in Sections 1, 2 and 3 of this Schedule B, NMWO shall, subject to Section 5.2 of this Schedule B, provide the Municipality with funding in furtherance of:
- (a) the recommendations set out in the Housing and Infrastructure Plan;
 - (b) infrastructure or capital projects which are in alignment with the Community Principles and are beneficial to the residents of Municipality, as determined by Ignace Council;
 - (c) emergency services (excluding any incremental costs that NWMO is responsible for pursuant to 13.1.3(b)); and
 - (d) the implementation of any requests from the Municipality which result from NWMO's engagement and consultation process with the Municipality and its residents, as set out in Section 1.5 of Schedule C,
- (collectively, the “**Discretionary Benefit**”).
- 5.2 The Parties acknowledge and agree that:
- (a) the Discretionary Benefit shall not exceed \$10 million, in aggregate;

- (b) subject to Section 5.2(c) of this Schedule B, the Discretionary Benefit shall be available to the Municipality at any time following the Commencement Date; and
- (c) prior to NWMO funding any Discretionary Benefit: (i) the Municipality shall deliver a written proposal to NWMO which contains relevant supporting documentation and cost estimates; and (ii) the Parties shall promptly meet to discuss, incorporate any comments submitted by the Parties and jointly finalize and agree upon such proposal.

EXHIBIT 1
DETAILED FINANCIAL BENEFITS TABLE

Attached.

EXHIBIT 1
DETAILED FINANCIAL BENEFITS TABLE

Phase	Milestones	Year Number	Year	Milestone Payments	Operating Payments	Emplacement Fee	Support Payments		Benefit Payments		Total
							Deliverable driven engagement	Capacity Support and Governance	Infrastructure & Community Well-Being Fund	Youth community training	
	Totals - In 2025 constant dollars			27,500,000	86,768,000	3,720,000	4,000,000	11,687,600	30,000,000	6,286,500	169,962,100
Siting	Partnership Agreement in place by YE	1	2023	-	-	-	-	-	-	-	-
Siting		2	2024	1,500,000	-	-	-	-	-	-	1,500,000
Licensing	Submission of Initial Project Description to IAAC	3	2025	4,000,000	500,000	-	1,000,000	1,557,736	-	150,000	7,207,736
Licensing		4	2026	-	500,000	-	1,000,000	557,736	4,500,000	150,000	6,707,736
Licensing		5	2027	-	500,000	-	1,000,000	557,736	-	150,000	2,207,736
Licensing	Submission of Final Impact Statement and Licence to Prepare Site Application to IAAC and CNSC	6	2028	4,000,000	500,000	-	1,000,000	557,736	4,500,000	200,000	10,757,736
Licensing		7	2029	-	500,000	-	-	557,736	-	200,000	1,257,736
Licensing		8	2030	-	500,000	-	-	557,736	4,500,000	200,000	5,757,736
Licensing	Submission of CNSC Construction Licence Application	9	2031	-	500,000	-	-	557,736	-	170,000	1,227,736
Site Preparation		10	2032	-	500,000	-	-	557,736	4,500,000	170,000	5,727,736
Site Preparation		11	2033	-	750,000	-	-	349,486	-	140,000	1,239,486
Site Preparation	Construction Initiated	12	2034	6,000,000	750,000	-	-	349,486	4,000,000	140,000	11,239,486
Site Preparation		13	2035	-	750,000	-	-	349,486	-	140,000	1,239,486
Construction		14	2036	-	750,000	-	-	349,486	4,000,000	140,000	5,239,486
Construction		15	2037	-	750,000	-	-	349,486	-	140,000	1,239,486
Construction	Submit LTO Application	16	2038	-	750,000	-	-	349,486	4,000,000	140,000	5,239,486
Construction		17	2039	-	750,000	-	-	349,486	-	140,000	1,239,486
Construction		18	2040	-	750,000	-	-	349,486	-	140,000	1,239,486
Construction		19	2041	-	750,000	-	-	349,486	-	140,000	1,239,486
Construction	Construction Completed, LTO Granted	20	2042	-	750,000	-	-	349,486	-	140,000	1,239,486
Operations	Operations Initiated	21	2043	6,000,000	1,214,000	60,000	-	38,850	-	111,000	7,423,850
Operations		22	2044	-	1,214,000	60,000	-	38,850	-	111,000	1,423,850
Operations		23	2045	-	1,214,000	60,000	-	38,850	-	111,000	1,423,850
Operations		24	2046	-	1,214,000	60,000	-	38,850	-	111,000	1,423,850
Operations		25	2047	-	1,214,000	60,000	-	142,975	-	111,000	1,527,975
Operations		26	2048	-	1,214,000	60,000	-	38,850	-	111,000	1,423,850
Operations		27	2049	-	1,214,000	60,000	-	38,850	-	83,250	1,396,100
Operations		28	2050	-	1,214,000	60,000	-	38,850	-	83,250	1,396,100
Operations		29	2051	-	1,214,000	60,000	-	38,850	-	83,250	1,396,100
Operations		30	2052	-	1,214,000	60,000	-	142,975	-	83,250	1,500,225
Operations		31	2053	-	1,214,000	60,000	-	38,850	-	83,250	1,396,100
Operations		32	2054	-	1,214,000	60,000	-	38,850	-	83,250	1,396,100
Operations		33	2055	-	1,214,000	60,000	-	38,850	-	83,250	1,396,100
Operations		34	2056	-	1,214,000	60,000	-	38,850	-	83,250	1,396,100
Operations		35	2057	-	1,214,000	60,000	-	142,975	-	83,250	1,500,225
Operations		36	2058	-	1,214,000	60,000	-	38,850	-	83,250	1,396,100
Operations		37	2059	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		38	2060	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		39	2061	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		40	2062	-	1,214,000	60,000	-	142,975	-	55,500	1,472,475
Operations		41	2063	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		42	2064	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		43	2065	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		44	2066	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		45	2067	-	1,214,000	60,000	-	142,975	-	55,500	1,472,475
Operations		46	2068	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		47	2069	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		48	2070	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		49	2071	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		50	2072	-	1,214,000	60,000	-	142,975	-	55,500	1,472,475
Operations		51	2073	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		52	2074	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		53	2075	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		54	2076	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		55	2077	-	1,214,000	60,000	-	142,975	-	55,500	1,472,475
Operations		56	2078	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		57	2079	-	1,214,000	60,000	-	38,850	-	55,500	1,368,350
Operations		58	2080	-	1,214,000	60,000	-	43,900	-	55,500	1,373,400
Operations		59	2081	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		60	2082	-	1,214,000	60,000	-	104,125	-	55,500	1,433,625
Operations		61	2083	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		62	2084	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		63	2085	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		64	2086	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		65	2087	-	1,214,000	60,000	-	104,125	-	55,500	1,433,625
Operations		66	2088	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		67	2089	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		68	2090	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		69	2091	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		70	2092	-	1,214,000	60,000	-	104,125	-	55,500	1,433,625
Operations		71	2093	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		72	2094	-	1,214,000	60,000	-	-	-	55,500	1,329,500
Operations		73	2095	-	1,214,000	60,000	-	-	-	-	1,274,000
Operations		74	2096	-	1,214,000	60,000	-	-	-	-	1,274,000
Operations		75	2097	-	1,214,000	60,000	-	104,125	-	-	1,378,125
Operations		76	2098	-	1,214,000	60,000	-	-	-	-	1,274,000
Operations		77	2099	-	1,214,000	60,000	-	-	-	-	1,274,000
Operations		78	2100	-	1,214,000	60,000	-	-	-	-	1,274,000
Operations		79	2101	-	1,214,000	60,000	-	-	-	-	1,274,000
Operations		80	2102	-	1,214,000	60,000	-	104,125	-	-	1,378,125
Operations		81	2103	-	1,214,000	60,000	-	-	-	-	1,274,000
Operations		82	2104	-	1,214,000	60,000	-	-	-	-	1,274,000
Extended Monitoring	Monitoring Initiated	83	2105	6,000,000	-	-	-	-	-	-	6,000,000
Extended Monitoring		84	2106	-	-	-	-	-	-	-	-
Extended Monitoring		85	2107	-	-	-	-	-	-	-	-
Extended Monitoring		86	2108	-	-	-	-	-	-	-	-
Extended Monitoring		87	2109	-	-	-	-	-	-	-	-
Extended Monitoring		88	2110	-	-	-	-	-	-	-	-
Extended Monitoring		89	2111	-	-	-	-	-	-	-	-

EXHIBIT 1
DETAILED FINANCIAL BENEFITS TABLE

Phase	Milestones	Year Number	Year	Milestone Payments	Operating Payments	Emplacement Fee	Support Payments		Benefit Payments		Total
							Deliverable driven engagement	Capacity Support and Governance	Infrastructure & Community Well- Being Fund	Youth community training	
Extended Monitoring		90	2112	-	-	-	-	-	-	-	-
Extended Monitoring		91	2113	-	-	-	-	-	-	-	-
Extended Monitoring		92	2114	-	-	-	-	-	-	-	-
Extended Monitoring		93	2115	-	-	-	-	-	-	-	-
Extended Monitoring		94	2116	-	-	-	-	-	-	-	-
Extended Monitoring		95	2117	-	-	-	-	-	-	-	-
Extended Monitoring		96	2118	-	-	-	-	-	-	-	-
Extended Monitoring		97	2119	-	-	-	-	-	-	-	-
Extended Monitoring		98	2120	-	-	-	-	-	-	-	-
Extended Monitoring		99	2121	-	-	-	-	-	-	-	-
Extended Monitoring		100	2122	-	-	-	-	-	-	-	-
Extended Monitoring		101	2123	-	-	-	-	-	-	-	-
Extended Monitoring		102	2124	-	-	-	-	-	-	-	-
Extended Monitoring		103	2125	-	-	-	-	-	-	-	-
Extended Monitoring		104	2126	-	-	-	-	-	-	-	-
Extended Monitoring		105	2127	-	-	-	-	-	-	-	-
Extended Monitoring		106	2128	-	-	-	-	-	-	-	-
Extended Monitoring		107	2129	-	-	-	-	-	-	-	-
Extended Monitoring		108	2130	-	-	-	-	-	-	-	-
Extended Monitoring		109	2131	-	-	-	-	-	-	-	-
Extended Monitoring		110	2132	-	-	-	-	-	-	-	-
Extended Monitoring		111	2133	-	-	-	-	-	-	-	-
Extended Monitoring		112	2134	-	-	-	-	-	-	-	-
Extended Monitoring		113	2135	-	-	-	-	-	-	-	-
Extended Monitoring		114	2136	-	-	-	-	-	-	-	-
Extended Monitoring		115	2137	-	-	-	-	-	-	-	-
Extended Monitoring		116	2138	-	-	-	-	-	-	-	-
Extended Monitoring		117	2139	-	-	-	-	-	-	-	-
Extended Monitoring		118	2140	-	-	-	-	-	-	-	-
Extended Monitoring		119	2141	-	-	-	-	-	-	-	-
Extended Monitoring		120	2142	-	-	-	-	-	-	-	-
Extended Monitoring		121	2143	-	-	-	-	-	-	-	-
Extended Monitoring		122	2144	-	-	-	-	-	-	-	-
Extended Monitoring		123	2145	-	-	-	-	-	-	-	-
Extended Monitoring		124	2146	-	-	-	-	-	-	-	-
Extended Monitoring		125	2147	-	-	-	-	-	-	-	-
Extended Monitoring		126	2148	-	-	-	-	-	-	-	-
Extended Monitoring		127	2149	-	-	-	-	-	-	-	-
Extended Monitoring		128	2150	-	-	-	-	-	-	-	-
Extended Monitoring		129	2151	-	-	-	-	-	-	-	-
Extended Monitoring		130	2152	-	-	-	-	-	-	-	-
Extended Monitoring		131	2153	-	-	-	-	-	-	-	-
Extended Monitoring		132	2154	-	-	-	-	-	-	-	-
Extended Monitoring		133	2155	-	-	-	-	-	-	-	-
Extended Monitoring		134	2156	-	-	-	-	-	-	-	-
Extended Monitoring		135	2157	-	-	-	-	-	-	-	-
Extended Monitoring		136	2158	-	-	-	-	-	-	-	-
Extended Monitoring		137	2159	-	-	-	-	-	-	-	-
Extended Monitoring		138	2160	-	-	-	-	-	-	-	-
Extended Monitoring		139	2161	-	-	-	-	-	-	-	-
Extended Monitoring		140	2162	-	-	-	-	-	-	-	-
Extended Monitoring		141	2163	-	-	-	-	-	-	-	-
Extended Monitoring		142	2164	-	-	-	-	-	-	-	-
Extended Monitoring		143	2165	-	-	-	-	-	-	-	-
Extended Monitoring		144	2166	-	-	-	-	-	-	-	-
Extended Monitoring		145	2167	-	-	-	-	-	-	-	-
Extended Monitoring		146	2168	-	-	-	-	-	-	-	-
Extended Monitoring		147	2169	-	-	-	-	-	-	-	-
Extended Monitoring		148	2170	-	-	-	-	-	-	-	-
Extended Monitoring		149	2171	-	-	-	-	-	-	-	-
Extended Monitoring		150	2172	-	-	-	-	-	-	-	-
Extended Monitoring		151	2173	-	-	-	-	-	-	-	-
Extended Monitoring		152	2174	-	-	-	-	-	-	-	-
Decommissioning	Decommissioning Initiated	153	2175	-	-	-	-	-	-	-	-
Decommissioning		154	2176	-	-	-	-	-	-	-	-
Decommissioning		155	2177	-	-	-	-	-	-	-	-
Decommissioning		156	2178	-	-	-	-	-	-	-	-
Decommissioning		157	2179	-	-	-	-	-	-	-	-
Decommissioning		158	2180	-	-	-	-	-	-	-	-
Decommissioning		159	2181	-	-	-	-	-	-	-	-
Decommissioning		160	2182	-	-	-	-	-	-	-	-
Decommissioning		161	2183	-	-	-	-	-	-	-	-
Decommissioning		162	2184	-	-	-	-	-	-	-	-
Decommissioning		163	2185	-	-	-	-	-	-	-	-
Decommissioning		164	2186	-	-	-	-	-	-	-	-
Decommissioning		165	2187	-	-	-	-	-	-	-	-
Decommissioning		166	2188	-	-	-	-	-	-	-	-
Decommissioning		167	2189	-	-	-	-	-	-	-	-
Decommissioning		168	2190	-	-	-	-	-	-	-	-
Decommissioning		169	2191	-	-	-	-	-	-	-	-
Decommissioning		170	2192	-	-	-	-	-	-	-	-
Decommissioning		171	2193	-	-	-	-	-	-	-	-
Decommissioning		172	2194	-	-	-	-	-	-	-	-

SCHEDULE C
ADDITIONAL BENEFITS

1. Centre of Expertise.

- 1.1 Following the Commencement Date, NWMO agrees to establish a Centre of Expertise for the Project located in Ignace, Ontario (the “**Centre of Expertise**”).
- 1.2 The Municipality agrees that it will not charge any development fees to NWMO in respect of the Centre of Expertise. Notwithstanding the foregoing, NWMO agrees it will enter into negotiations with the Municipality in respect of the payment of capital charges that the Municipality may be required to incur solely for the benefit of the Centre of Expertise. In the event that NWMO is charged development fees by the Municipality in respect of the Centre of Expertise, NWMO shall have the right to deduct and set-off any such development fees paid to the Municipality from the Financial Benefits owed to the Municipality pursuant to this Agreement.
- 1.3 The Municipality will:
- (a) inform NWMO of any municipal lands available for purchase by NWMO to site the Centre of Expertise;
 - (b) inform NWMO of its preference for where the Centre of Expertise may be sited;
 - (c) work collaboratively with NWMO to ensure that zoning considerations on preferred target locations for the Centre of Expertise align with NWMO needs, *Planning Act* (Ontario) needs, and outstanding potential site control agreement needs;
 - (d) provide NWMO with a scope and cost estimate of the capital charges that will be incurred in respect of the preferred target locations for the Centre of Expertise; and
 - (e) to the extent that the site selected by NWMO resides on lands owned by the Municipality, grant NWMO a right of first refusal in respect of the purchase of such lands from the Municipality at fair market value.
- 1.4 Subject to the Municipality’s compliance with Applicable Law, the Municipality agrees to work collaboratively with NWMO to address zoning, *Planning Act* (Ontario), and other site control matters in respect of the site selected by the Parties for the Centre of Expertise.
- 1.5 NWMO shall consult with the Municipality and its residents throughout the design process for the Centre of Expertise. In addition, following the Commencement Date and as part of the design process for the Centre of Expertise, NWMO shall: (a)

provide the Municipality with an opportunity to participate in its engagement and consultation process for the Centre of Expertise; and (b) as part of such engagement and consultation process, consider comments provided by the Municipality and its residents.

- 1.6 The Municipality agrees to make good faith efforts to collaborate with WLON and its members in connection with the design, development and operation of the Centre of Expertise.
- 1.7 If NWMO terminates this Agreement, NWMO may sell, lease or transfer the Centre of Expertise at NWMO's discretion; however, as part of its consideration of such potential transactions, NWMO shall take into consideration: (a) the acquiror's plans for the site, including but not limited to its ability to fund and maintain the Centre of Expertise; (b) the Community Principles; and (c) the net benefits for the Municipality.
- 1.8 In the event that NWMO is unable to sell, lease or transfer the Centre of Expertise in accordance with Section 1.7 of this Schedule C within three (3) years of the date of termination of this Agreement, NWMO shall decommission the Centre of Expertise.
- 1.9 NWMO agrees that it shall continue to maintain and fund the costs incurred in connection with the Centre of Expertise until such time as it is sold, leased, transferred or decommissioned.
- 1.10 The Municipality shall use reasonable efforts to cooperate with NWMO in connection with execution of NWMO's rights and obligations set out in Section 1.7 of this Schedule C.

2. Learn More Centre.

- 2.1 NWMO agrees that if, at any time during the Term, it determines that no longer intends to use the Learn More Centre (either following construction of the Centre of Expertise or such other time as determined by NWMO, in its sole discretion), NWMO shall deliver Notice to the Municipality granting it the LMC Option, which may be exercised in accordance with 19.6.1.
- 2.2 NWMO agrees that, during the period of time that it owns and operates the Learn More Centre, it shall exercise reasonable prudence in its upkeep and maintenance of the property and building.

3. Housing.

- 3.1 The Municipality shall undertake a municipal housing study (the "**Housing Study**") which will serve as the basis for development of a jointly developed housing and infrastructure plan that aligns with the Community Principles and meets the future needs of both Parties (the "**Housing and Infrastructure Plan**").

- 3.2 The Parties agree that, in order to ensure that the Housing Study reflects both Parties' future needs, they shall jointly develop and approve the Housing Study's terms of reference.
4. Transportation Hub and Emergency Services Base.
- 4.1 The Parties acknowledge and agree that, given the current stage of development of the Project, NWMO is not able to make a commitment to the Municipality in respect of the development of a transportation hub for the Project based in the Municipality (a "**Transportation Hub**") or emergency, medical and/or fire services for the Project based in the Municipality (an "**Emergency Services Base**").
- 4.2 Notwithstanding the foregoing, NWMO agrees to use commercially reasonable efforts, with active participation and inclusion of the Municipality, to: (a) assess the feasibility of; and (b) consult with relevant Governmental Authorities, NWMO's project team, Contractors and other relevant stakeholders, in respect of the development of a Transportation Hub and/or Emergency Services Base in the Municipality, taking into consideration the needs of the Project, Applicable Law, input from relevant Governmental Authorities, and the needs of other local communities.
5. Gravel.
- 5.1 During the Construction Phase, NWMO will use commercially reasonable efforts to deliver 1,000 cubic metres of A-gravel or 2 inch crushed gravel which meets the Ontario Provincial Standard Specification 1000 or 1001 ("**Gravel**") to the Municipality annually, subject to construction of the Facility producing Gravel, compliance with the Regulatory Approvals, Applicable Law, and any of NWMO and its Contractors' reasonable operational constraints.

SCHEDULE D
IMPLEMENTATION COMMITTEE

1. Constitution of the Implementation Committee

- 1.1 The Implementation Committee shall be composed of two (2) representatives from each of NWMO and the Municipality. NWMO agrees that, upon request, an additional representative of the Municipality may attend meetings of the Implementation Committee as an observer.
- 1.2 Each Party shall use reasonable efforts to ensure that, where appropriate, its representatives appointed to the Implementation Committee remain representatives for as long as possible. Each Party may, from time to time, replace its representative(s) by delivering Notice to the other Party.
- 1.3 A Party's representative on the Implementation Committee shall: (a) be authorized to represent their appointing Party on any matter related to the implementation of the Agreement; and (b) when required, seek approval from their appointing Party for decisions related to the implementation of the Agreement which will bind the Parties.

2. Roles and Responsibilities of the Implementation Committee

- 2.1 The roles and responsibilities of the Implementation Committee shall include the following:
 - (a) managing the implementation of this Agreement in accordance with its terms;
 - (b) identifying outstanding actions under this Agreement;
 - (c) developing terms of reference consistent with this Schedule D for any Working Group established by the Implementation Committee in accordance with Section 6 of this Schedule D, which shall set out, at minimum:
 - (i) the purpose, membership and responsibilities of each Working Group;
 - (ii) the conduct of each Working Group's meetings and frequency of such meetings;
 - (iii) the frequency and manner in which each Working Group shall report to the Implementation Committee; and

- (iv) the process and information requirements in respect of referring a disagreement between the members of a Working Group to the Implementation Committee for resolution;
- (d) providing a forum for communication and co-operative measures for supporting the participation of the Municipality and its residents in the Project;
- (e) providing recommendations, advice and input in connection with the completion of relevant obligations in connection with this Agreement;
- (f) reviewing and approving reports prepared by any Working Group;
- (g) reviewing any reports prepared by the Municipality or NWMO in connection with this Agreement and/or the Project;
- (h) implementing the Communications Protocol and approving any amendments to the Communications Protocol in accordance with its terms;
- (i) advising on issues or concerns, and resolving disagreements and disputes, referred to it by any Working Group;
- (j) resolving Disputes referred to it pursuant to Section 17.1.4;
- (k) regularly briefing the Parties on the status of implementation of this Agreement; and
- (l) preparing and providing to the Parties by July 31st of each year during the Term:
 - (i) (A) a report of the activities undertaken and decisions and recommendations made by the Implementation Committee for the previous year; and (B) an assessment of such activities against the annual workplan prepared in respect of such year;
 - (ii) the Annual Work Plan for the following year, in accordance with Section 5 of this Schedule D; and
 - (iii) a report assessing the effectiveness of the mandate of the Implementation Committee with recommendations and necessary modifications.

3. Decision-Making

- 3.1 All decisions, recommendations of, and reports from the Implementation Committee shall be made unanimously by its members in attendance.

- 3.2 No decision or recommendation can be made, and no report can be approved, by the Implementation Committee unless at least one (1) representative of each Party is present at the meeting.
 - 3.3 Each Party must comply with the decisions and recommendations made by the Implementation Committee.
- 4. Disputes
 - 4.1 If consensus cannot be reached in respect of a decision, recommendation or report, as applicable, any member of the Implementation Committee may refer the disagreement to Dispute resolution pursuant to Article 17.
- 5. Annual Work Plan
 - 5.1 The Implementation Committee shall develop, by July 31st of each year during the Term, a work plan in respect of implementation of the Agreement for the following year (each, an “**Annual Work Plan**”).
 - 5.2 Promptly following the Effective Date, the Implementation Committee shall develop the template to be used for each Annual Work Plan which shall be approved by the Parties.
 - 5.3 The Implementation Committee shall incorporate the work plans submitted by the Working Groups and approved by the Implementation Committee in accordance with Section 6.3 of this Schedule D into the applicable Annual Work Plan.
 - 5.4 Prior to developing an Annual Work Plan, NWMO shall provide to the Implementation Committee a detailed description of its anticipated activities in respect of the Project for the relevant year.
- 6. Working Groups
 - 6.1 The Implementation Committee may form working groups (each, a “**Working Group**”) as it deems appropriate.
 - 6.2 Each Working Group shall, by May 1st of each year, submit a work plan for the following year for approval by the Implementation Committee.
 - 6.3 The Implementation Committee shall review and approve each Working Group’s work plan, subject to any revisions the Implementation Committee deems necessary.
- 7. Conduct of Members
 - 7.1 Members of the Implementation Committee and any Working Group shall perform their duties and obligations free from the influence of any personal or other conflicting interest and where any member has knowledge of any actual or potential

conflict of interest (whether such potential conflict is direct or indirect) such member shall provide details of such actual or potential conflict of interest to the Implementation Committee.

- 7.2 Where the Implementation Committee is advised or aware of any such conflict of interest on the part of a member of the Implementation Committee or any Working Group, the matter shall be made known to the member of the Implementation Committee or Working Group alleged to have such conflict of interest and such member shall not participate in any deliberations or decisions or recommendations to which such conflict of interest applies.

8. Meetings of Implementation Committee

- 8.1 The Implementation Committee shall meet, and the meetings of the Implementation Committee shall be conducted, in accordance with the following:

- (a) The Implementation Committee shall meet in person or by videoconference, as determined by the members of the Implementation Committee.
- (b) The members of the Implementation Committee shall appoint one (1) member of the Implementation Committee to act as chair at meetings of the Implementation Committee. The position of chair shall rotate between a representative of the Municipality and an NWMO representative on an annual basis. An NWMO representative shall be chair for the year following the Effective Date. The chair shall be responsible for convening meetings of the Implementation Committee and for setting the agenda for the meetings. The chair shall have a vote in his/her capacity as a member of the Implementation Committee but shall not have a second casting vote for any decisions or recommendations of the Implementation Committee. If the chair is not in attendance at any meeting, another representative of that Party may chair the meeting.
- (c) A special meeting of the Implementation Committee may be called by one of the Parties upon no less than five (5) days' Notice to the other Party, which Notice shall contain the reason for the special meeting.
- (d) The Implementation Committee shall meet: (i) at least monthly during the Licensing Phase, Site Preparation Phase and Construction Phase; and (ii) at least six (6) times annually during the Operations Phase or more or less frequently during any Phase as reasonably required by the Municipality or by NWMO or as determined by the Implementation Committee.
- (e) Implementation Committee members shall be required to attend, and actively participate in, Implementation Committee meetings.
- (f) For there to be quorum for any meeting of the Implementation Committee, there shall be at least one (1) member of each Party. If quorum is not attained in any meeting, the chair or if not present any member who is present, shall

adjourn the meeting to a date that is not less than ten (10) Business Days later and give Notice of this new date to all Implementation Committee members and any members who attend on the new date shall constitute quorum.

- (g) Experts and advisors and Party representatives may attend Implementation Committee meetings from time to time if their attendance is necessary to facilitate the work of the Implementation Committee and provided the Parties are given advance Notice of their attendance, but they shall not have any say in any decision or vote of the Implementation Committee.
- (h) The Implementation Committee shall make decisions about its own procedure by consensus.

9. Minutes

- 9.1 Minutes of each meeting of the Implementation Committee must be taken and made available to the Parties promptly following the meeting. NWMO shall be tasked with recording minutes unless the Parties agree otherwise.

10. Cost

- 10.1 No additional funding will be available for the Implementation Committee activities unless the Implementation Committee delivers a request to NWMO in writing which contains: (a) an estimate of such costs; and (b) an explanation which demonstrates that such costs are necessary and explains how the estimated expenditure is an efficient and cost effective use of NWMO funds. NWMO shall, acting reasonably, promptly review and respond to any such written request. For clarity, all such proposed expenditures shall comply with NWMO's then-current business expense policy and shall only be approved where the activities are directly in support of the performance by the Implementation Committee of the Parties' obligations set out in the Agreement.

SCHEDULE E
REGULATORY DECISION-MAKING DELIVERABLES

1. List of Project Application Materials:

1.1 The following impact assessment-related materials:

- (a) Initial Project Description – main submission, inclusive of the Public Engagement Report but exclusive of all technical appendices;
- (b) Impact Statement – main submission, inclusive of the Public Engagement Report but exclusive of all technical appendices;
- (c) Effects Assessment, exclusive of Indigenous Assessment topics; and
- (d) Mitigation, Monitoring and Commitments List.

1.2 The following CNSC licensing-related materials (applicable to each licence application made to the CNSC in respect of the Project):

- (a) Site Layouts;
- (b) Environmental Protection Plan;
- (c) Emergency Management and Fire Protection Plan; and
- (d) Waste Management Plan.

2. List of Deliverable Driven Engagement Materials:

2.1 The following impact assessment-related deliverables:

- (a) development of the baseline conditions;
- (b) establishment of the valued components for assessment;
- (c) determination and assessment of alternative means;
- (d) establishment of the spatial and temporal boundaries for the impact assessment;
- (e) establishment of criteria for the assessment of potential effects;
- (f) evaluation of cumulative effects;
- (g) identification of mitigation measures; and
- (h) establishment of monitoring plans.

- 2.2 The following CSNC licensing-related deliverables (applicable to each licence application made to the CNSC in respect of the Project):
- (a) Population & Land Use Report;
 - (b) Preliminary Decommissioning Plan;
 - (c) Emergency Planning (Management Report);
 - (d) Groundwater Protection and Monitoring Plan; and
 - (e) Environmental Monitoring Plan.
3. List of Project Information Materials:
- 3.1 Any materials required to be shared with the Municipality in connection with the IA Process.
- 3.2 The following CNSC licensing-related materials (applicable to each licence application made to the CNSC in respect of the Project):
- (a) Commission Member Document;
 - (b) Exclusion Zone Report;
 - (c) Secured Project Site Process;
 - (d) Descriptive Geoscientific Site Model;
 - (e) Waste Acceptance Criteria;
 - (f) Reference Inventory Report;
 - (g) Preliminary Pre-closure Safety Assessment;
 - (h) Preliminary Post-closure Safety Assessment;
 - (i) Effluent and Emissions Control / Monitoring; and
 - (j) Site Prep Plan – Final.
- 3.3 Any materials that NWMO is required by a Governmental Authority (other than the Municipality) to share with the Municipality relating to any other Regulatory Process or Regulatory Approval not otherwise provided to the Municipality.

SCHEDULE F
COMMUNICATIONS PROTOCOL

1. GENERAL

1.1 Background

- (a) The Township of Ignace (the “**Municipality**”) and the Nuclear Waste Management Organization (“**NWMO**” and together with the Municipality, the “**Parties**” and each a “**Party**”) have entered into a Hosting Agreement dated March 18, 2024 in respect of the potential development of the Project in the Project Area (the “**Agreement**”). Capitalized terms used but not defined herein have the meaning set out in the Agreement.
- (b) This Communications Protocol shall govern and provide a framework for a coordinated approach to Communications (as defined below) between the Parties and with third parties in respect of the Agreement and/or the Project, and includes, among other things:
 - (i) each Party’s Communication Lead (as defined below), including the roles and responsibilities of the Communication Leads;
 - (ii) the Parties’ agreement upon the approach that will be taken in respect of the development of Communications and the Communications Work Plans (as defined below); and
 - (iii) the proposed communication tools to be used to keep the community and other stakeholders informed of progress of the Project.
- (c) Any communications not addressed by this Communications Protocol shall be governed by the Agreement. In the event of ambiguities, gaps, conflicts or inconsistencies between this Communications Protocol and the Agreement, the Agreement shall govern.
- (d) This Communications Protocol is designed to be flexible and responsive to the needs of the Parties as the Project progresses. The Communication Leads, with support from their respective Communications Team and the Implementation Committee, as required, shall be responsible for implementing this Communications Protocol on behalf of the Parties.

1.2 Communications Principles

- (a) The communications between the Parties will be guided by the following principles:
 - (i) mutual respect and understanding;

- (ii) flexibility, cooperation and openness;
- (iii) timely notification and sharing of information relevant to the Project; and
- (iv) recognition of the need to maintain open communications while respecting confidentiality pursuant to Article 15 of the Agreement.

1.3 Objectives

- (a) The objectives of this Communications Protocol are to coordinate the Parties' Communication Teams, processes and tactics in respect of Project to:
 - (i) generate support from partners, communities, and the public for the advancement of the Project and highlight the benefits that the Municipality and surrounding communities have and will receive in connection with the development of the Project;
 - (ii) keep Parties informed of any developments or communications that are relevant to the Project and/or that relate to or affect the other Party;
 - (iii) resolve any communications issues that emerge in connection with the Project that affect or relate to the Municipality;
 - (iv) plan and develop Communications in respect of Project development; and
 - (v) ensure that stakeholders, media, members of the public, partners and the Parties' employees are notified, informed, engaged and offered the opportunity to ask questions and provide feedback in respect of the Project.

1.4 Communications

- (a) For the purposes of this Communications Protocol, the Parties agree that "**Communications**" includes any media release, public event, campaign, public announcement or statement or other public disclosure (whether for publication in the press, on the radio, television, internet, social media or other medium) related to (i) in the case of the Municipality, the Agreement and the Project; and (ii) in the case of NWMO, the Agreement or the Project (only to the extent such Communication in respect of the Project relates to the Municipality).
- (b) For clarity, the Parties acknowledge and agree that Communications developed pursuant to the Communications Protocol could include:
 - (i) Branding, Graphics and Advertisements;
 - (ii) Media Releases (including information and quotes from each organization);
 - (iii) Supply Chain (including opportunities to highlight the Project's impact on local and Canadian supply chains);

- (iv) Social Media;
 - (v) Publications (including, where appropriate and applicable, the Parties will collaborate upon the development of information, quotes and pictures for inclusion in publications (*for example*, newsletters delivered to local residences, on NWMO's or the Municipality's website, etc.));
 - (vi) Industry Conferences (including opportunities to jointly attend and/or speak at such conferences);
 - (vii) Joint Public Information Sessions and Community Events; and
 - (viii) Thought Leadership (including jointly developing content and sharing individually developed content to help ensure coordination of efforts, consistent messaging, and to enhance opportunities to collectively amplify positive media coverage).
- (c) Each Party agrees that it will not issue, disseminate, hold, organize, publish or otherwise distribute any Communications other than in accordance with this Communications Protocol.

2. ROLES AND RESPONSIBILITIES

2.1 Communication Leads

- (a) Each Party will appoint a lead communications contact for the purposes of this Communications Protocol (the “**Communication Leads**” and each a “**Communication Lead**”). Each Party may, from time to time, replace its Communication Lead by delivering Notice to the other Party.
- (b) The Communication Leads shall:
 - (i) jointly develop the Communications Work Plans (as defined below) and implement such plans with the support of their Communications Teams;
 - (ii) schedule monthly meetings with the Communications Teams and delivering meeting minutes to the Implementation Committee for review and comment;
 - (iii) identify the need for and develop joint Ad-Hoc Communications (as defined below);
 - (iv) seek the approval of the Implementation Committee for Communications (as defined below) where the Communication Leads cannot agree;
 - (v) collaborate with the Parties' Communications Teams regarding Communication programs and messaging;

- (vi) support the Parties' Communication Team and liaise with the Implementation Committee to obtain the resources necessary to administer and execute upon this Communications Protocol; and
- (vii) undertake any other responsibilities delegated by the Implementation Committee from time to time.

3. ANNUAL COMMUNICATIONS WORK PLAN

3.1 Annual Communications Work Plan

- (a) On or prior to May 1st of each year during the Term, the Communication Leads shall jointly develop, and deliver to the Implementation Committee, a work plan in respect of Planned Communications (as defined below) for the next year (each, a **"Communications Work Plan"**). The Implementation Committee shall review and approve each Communication Work Plan.
- (b) In connection with the development of each Communications Work Plan, NWMO shall provide a detailed description of its anticipated activities in respect of the Project for the relevant year to the Communication Leads.
- (c) Each Communications Work Plan shall include the following:
 - (i) a list of the members of each Party's communications teams for that year (each, a **"Communications Team"**), including the roles and responsibilities of each team member;
 - (ii) (A) the anticipated activities in respect of the Project for that year that will be subject to joint Communications, and (B) any Communications that the Parties anticipate being required in that year, including communications to the residents of the Municipality (collectively, the **"Planned Communications"**);
 - (iii) the anticipated timing for each Planned Communication and the work schedule, including the tasks assigned to each Communications Team, for such Planned Communication;
 - (iv) the frequency, and proposed dates for, integration and alignment meetings to discuss the strategy, planning and updates related to the Planned Communications; and
 - (v) the communication tools and approaches which could be used to keep the residents of the Municipality informed regarding matters related to the Agreement and/or the Project.

4. AD-HOC COMMUNICATIONS

4.1 Ad-Hoc Communications Process

- (a) The Parties agree that this Section 4 applies to all Communications that are not Planned Communications in a given year, including requests from the media for comments or interviews (each, an “**Ad-Hoc Communication**”).

4.2 Residents of the Municipality

- (a) The Communication Leads will oversee the development of all Ad-Hoc Communications by the Parties to the residents of the Municipality in respect of the Agreement and/or the Project. The Communication Leads agree to use commercially reasonable efforts to engage the necessary internal resources of the Parties to develop and approve the Communication on the required timeline for such Communication.

4.3 Request for Ad-Hoc Communication

- (a) If a Party receives a request for an Ad-Hoc Communication, that Party (the “**Notifying Party**”) agrees to promptly notify the other Party’s (the “**Reviewing Party**”) Communication Lead and collaboratively develop the response to such request in accordance with this Section 4.3.
- (b) The Communication Leads will oversee, on behalf of the Notifying Party, the development of any Ad-Hoc Communication prepared in response to a request identified pursuant to Section 4.3(a). For any such Ad-Hoc Communication, the Communication Leads agree to use commercially reasonable efforts to engage the necessary internal resources to develop and approve such Ad-Hoc Communication on the required timeline.
- (c) If a request identified pursuant to Section 4.3(a) is received by the Notifying Party and requires:
 - (i) the issuance of an Ad-Hoc Communication by the Notifying Party outside of business hours (9 a.m. and 5 p.m.) on a Business Day or on a day that is not a Business Day; or
 - (ii) that the Notifying Party respond to such request urgently,

that Notifying Party shall use commercially reasonable efforts to promptly notify the Reviewing Party’s Communication Lead. If, after using such commercially reasonable efforts, the Notifying Party is unable to reach the Reviewing Party’s Communication Lead, then that Notifying Party may issue an Ad-Hoc Communication without jointly developing such communication with the Reviewing Party’s Communication Lead. The Notifying Party shall develop such Ad-Hoc Communication having regard to the purpose and objectives of this Communications Protocol and that Party’s obligations under the Agreement.

- (d) If the Communication Leads are unable to agree upon the content of an Ad-Hoc Communication, the Communication Leads shall notify the Implementation Committee and the members of the Implementation Committee shall work together

in good faith to settle the Ad-Hoc Communication. If the Implementation Committee is unable to agree upon the content of an Ad-Hoc Communication submitted by the Communication Leads or otherwise, the Parties agree that (i) such Ad-Hoc Communications will not be circulated to any third party nor made public, and (ii) such Dispute shall be resolved in accordance with Article 17 of the Agreement.

5. ANNUAL REVIEW AND AMENDMENTS

5.1 Annual Review

- (a) The Communication Leads, along with other representatives from the Parties' Communications Teams, shall meet annually, or more frequently as determined by the Communication Leads, to discuss the implementation and undertake a review of this Communications Protocol. Based on such review, the Communication Leads will recommend amendments to this Communications Protocol for approval by the Parties in writing.

5.2 Amendments

- (a) Other than as a result of a review under Section 5.1, the Implementation Committee may, from time to time, recommend amendments to this Communications Protocol for approval by the Parties in writing.

SCHEDULE G
CAPABILITY AND CAPACITY COMMITMENT

(Attached)



The Corporation of the Township of Ignace

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March 18, 2024

Motion: #2024.03.18.055

Moved By:

- ☐ Mayor Kim Baigrie
- ☐ Councillor Jodie Defeo
- ☐ Councillor Janet Lett
- ☒ Councillor Wayne Minnear
- ☐ Councillor John Taddeo

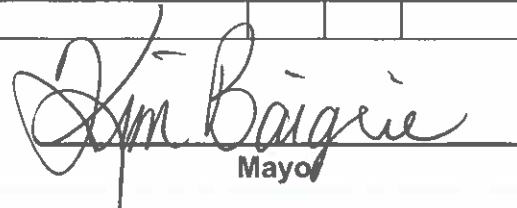
Seconded By:

- ☐ Mayor Kim Baigrie
- ☒ Councillor Jodie Defeo
- ☐ Councillor Janet Lett
- ☐ Councillor Wayne Minnear
- ☐ Councillor John Taddeo

THAT, The Corporation of the Township of Ignace adopts the Statement of Commitment to Strategic Capability and Capacity Building.

AND FURTHER THAT, directs the Project Lead to move forward with the Post Multi Year Funding Strategic Study and will encompass the capability and capacity of building that strategic plan.

Voting Results:	Recorded Vote:			
Carried ✓	Voting Committee Members	Yes	No	Abstain
Defeated	Kim Baigrie			
Tabled	Jodie Defeo			
Recorded Vote	Janet Lett			
Pecuniary Interest Declared	Wayne Minnear			
Withdrawn	John Taddeo			
Deferred				


Mayor

Ignace's Commitment to Building Capability and Capacity

To accommodate the hosting of the Deep Geological Repository near Ignace and the many evolutions and changes it will bring to Ignace and area the Council of Ignace recognizes that it is not enough just to be willing, the Township has to be able.

To be able Ignace has to have both the capability and the capacity to undertake the enormous growth that the DGR will bring to the area. The growth will be many faceted; economic, social, leisure, housing, governance, infrastructure to mention a few.

Capability and capacity are based on six strong basic pillars;

1. Structure, including communication
2. Management Systems
3. Enabling Policies
4. Competencies
5. Education
6. Leadership

Building and maintaining these pillars will be the key to success for Ignace. Without these pillars there will be no guidance or support for the changes required for the community to grow with the project. A program must be in place as the township moves forward in the process of accommodating the DGR in the Ignace area.

These capabilities and capacities we need to build with our people, our employees and Council, as well as our supporting infrastructure and businesses.

Council is committed to a Strategic Capacity Plan that will guide the community through this new and exciting journey for the duration of the DGR Project understanding that the project will survive multiple generations of residents and many municipal councils. It is understood that this plan is a solid component of the agreement between Ignace and the Nuclear Waste Management Organization and as such will survive the life of the agreement between the two parties.

In 2024 Council has directed that a study be undertaken to move forward post The Multi Year Funding Agreement, a component of this study will be the development of the Strategic Capacity Plan.

Council is strongly committed to implementing the Strategic Capacity Plan and will use this plan to build the capabilities and capacities need to make Ignace and the DGR project a success that will bring success and sustainability to the community both in the present and for future generations.