

MINUTES OF SETTLEMENT

THESE MINUTES OF SETTLEMENT dated this 7th day of July, 2026

B E T W E E N:

POWERBANK CORPORATION

(“POWERBANK”)

- and -

TOWNSHIP OF ARMOUR

(“TOWNSHIP”)

WHEREAS PowerBank submitted applications to amend the Township of Armour Official Plan (“**Township OP**”) and Township of Armour Zoning By-law 27-95, as amended (“**Township ZBL**”) to permit the development of a battery energy storage system (“**Proposed Development**”) on the lands municipally known as 219 Peggs Mountain Road in the Township of Armour, and having the legal description set out in Schedule “A” hereto (“**Subject Lands**”) bearing municipal file numbers OPA-2025-01 and ZBA 2025-01 respectively (the “**Applications**”);

AND WHEREAS PowerBank appealed the Applications to the Ontario Land Tribunal (the “**Tribunal**” or the “**OLT**”), which appeal has been assigned OLT Case No. OLT-26-000137 (“**OLT Appeal**”);

AND WHEREAS PowerBank and the Township (individually a “**Party**” and collectively the “**Parties**”) have agreed to settle the OLT Appeal as between them, subject to the terms set out in these Minutes of Settlement (these “**Minutes**”);

NOW THEREFORE the Parties to these Minutes, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree with each other as follows:

RECITALS AND SCHEDULE

1. The Recitals above are true.
2. The attached Schedules “A”, “B” and “C” form part of these Minutes.

APPLICATIONS

3. PowerBank shall request, and the Township shall not object, that the Tribunal make a Decision and Order in these proceedings:
 - a. approving the amendments to the Township OP substantially in the form attached hereto as Schedule "B"; and,
 - b. approving the amendments to the Township ZBL substantially in the form attached hereto as Schedule "C".
4. For greater certainty, PowerBank acknowledges and agrees that it will tender any evidence necessary before the OLT in support of the amendments to the Township OP and Township ZBL.

AGREEMENT REGARDING DETAILED PLANS

5. PowerBank agrees that it requires building permit(s) for the Proposed Development but will not make application for such permit(s) until such time that PowerBank has prepared and submitted the following information and reports to the satisfaction of the Township, acting reasonably:
 - a. Stormwater Management Plan;
 - b. Emergency Response Plan; and,
 - c. Firefighter Training Plan ("**Detailed Plans**").
6. Upon execution of these Minutes, PowerBank will provide the following documents on the record to the Township:
 - a. February 26, 2026 letter from PRI Engineering Corp. enclosing a response to the December 12, 2025 peer review of the Stormwater Management Plan;
 - b. March 2, 2026 response from Fire & Risk Alliance to questions regarding the draft Emergency Response Plan; and
 - c. EVLO Battery Energy Storage System (BESS) – Hazard and Response Tactics Firefighter Training Plan prepared by Fire & Risk Alliance.
7. The Township agrees engage its peer reviewers to complete the review of the materials described in Paragraph 6 of these Minutes and provide final comments to PowerBank within 45 days of the execution of these Minutes. PowerBank agrees to update the Detailed Plans in response to any comments provided by the Township in accordance with this section. PowerBank acknowledges that it shall be responsible for the cost of the peer reviews and has entered into or will enter into standard cost acknowledgment agreements associated with *Planning Act*

applications.

8. If a dispute arises regarding the comments on, or proposed revisions to, the Detailed Plans, the Parties shall first attempt to resolve it through good faith negotiations. Within five (5) business days of written notice of such a dispute, each party shall designate a representative with authority to settle the matter. The representatives shall meet (in person or by videoconference) and use reasonable efforts to resolve the dispute within fifteen (15) business days after the initial meeting, or such other period as the parties may agree in writing.
9. If the dispute is not resolved through negotiation within the period set out in Paragraph 8 of these Minutes, either Party may bring the matter before the Ontario Land Tribunal, if the Tribunal has jurisdiction, or otherwise before a court of competent jurisdiction.
10. PowerBank acknowledges that the Township's Fire Department has selected a location for the construction/installation of a dry hydrant for use in connection with any emergency fire response to PowerBank's lands. The parties agree that the costs of the design and installation of the dry hydrant shall be the responsibility of PowerBank.
11. PowerBank acknowledges it committed to provide specialized Firefighter Training and to provide multi-gas detection equipment to the Municipality for use by emergency/first responders which equipment shall include "bump stations and test gas". The parties agree that this training and supply of equipment contribution will be further detailed in a separate agreement.

IMPLEMENTATION

12. The Parties acknowledge and agree that PowerBank will request, and the Township will not object, that the OLT issue a final Order approving the amendments to the Township OP and Township ZBL in the form attached hereto as Schedules "B" and "C", at the OLT's earliest opportunity. In the event of any disagreement between the Parties herein, the OLT may be spoken to.
13. For greater clarity, the Parties shall be permitted to make non-substantive amendments to the Township OP and Township ZBL in the forms attached hereto as Schedules "B" and "C", such as the correction of typographical or other minor errors, without impacting the validity or effectiveness of these Minutes.

NOTICE

14. Any notice required to be given pursuant to these Minutes shall be in writing and shall be personally delivered and/or transmitted by email to the following addresses (or to such other address(es) as may subsequently be identified by PowerBank and the Township):

To PowerBank:

PowerBank Corporation
Attn: Ina Lila
803-505 Consumers Road
Toronto, ON M2J 4V8

Email: ina.lila@powerbankcorp.com

With a copy to:

Borden Ladner Gervais LLP
Attn: Piper Morley
Bay Adelaide Centre, East Tower
22 Adelaide St W, #3400
Toronto, ON M5H 4E3

Email: pmorley@blg.com

To Township:

Township of Armour
56 Ontario Street, P.O. # Box 533
Burk's Falls, ON P0A 1C0

Email: clerk@armourtownship.ca

15. Any notice sent by email shall be deemed received on the next business day following transmission, provided no notice of non-delivery is received.

GENERAL

16. These Minutes may be filed with the Tribunal as proof of the agreement reached between the Parties.
17. The Parties agree that they are contractually bound to the terms of these Minutes and that the obligations and benefits thereof are immediately enforceable by civil action should a Party be in breach of them.
18. These Minutes shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable thereto, and each of the Parties hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Ontario.
19. If any provision herein contained is found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void, such provision shall be deleted herefrom and these Minutes shall thereafter be construed as though such provision was never contained herein so long as such provision is not material to

a right or obligation of a Party, and the true intent and meaning of these Minutes.

20. The Parties will bear their own costs of the OLT Appeal, including the negotiation and preparation of these Minutes and neither Party shall seek an order from the Tribunal or Court for costs as against the other Party.
21. These Minutes are binding on and enure to the benefit of the Parties and their successors and assigns.
22. The Parties shall execute diligently and expeditiously such further documents and take such further actions as may be reasonably required to implement and give full effect to the terms and intent of these Minutes.
23. The Parties agree to act reasonably and in good faith in respect of all dealings between them pursuant to these Minutes.
24. These Minutes constitute the entire agreement between the Parties with respect to the OLT Appeal, and supersede any prior agreements, negotiations and understandings with respect thereto.
25. The headings contained in these Minutes are for convenience of reference only, and shall not affect the interpretation of these Minutes.
26. Any amendment or waiver of any provision of these Minutes must be in writing and executed by the Parties.
27. These Minutes may be executed by manual, digital, or other electronic signatures and may be executed in one or more counterparts with such executed counterparts delivered by e-mail or facsimile transmission and together shall constitute a complete set of these Minutes.

[signature page follows]

IN WITNESS WHEREOF the Parties have executed these Minutes as of the dates indicated below:

Date: _____ 2026

POWERBANK CORPORATION

Name:

Title:

I/We have authority to bind the corporation.

Date: July 8, 2026

TOWNSHIP OF ARMOUR



Name: Dave Gray

Title: CAO

I/We have authority to bind the corporation.

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IN WITNESS WHEREOF the Parties have executed these Minutes as of the dates indicated below:

Date: July 8 2026

POWERBANK CORPORATION

DocuSigned by:

Andrew van Doorn

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Name: Andrew van Doorn

Title: President

I/We have authority to bind the corporation.

Date: _____ 2026

TOWNSHIP OF ARMOUR

Name: Dave Gray

Title: CAO

I/We have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 3, CONCESSION 6 ARMOUR, SAVE AND EXCEPT PARTS 1 AND 2, PLAN 42R22137 AND PARTS 1, 2 AND 3, PLAN 42R22689; TOWNSHIP OF ARMOUR

SCHEDULE "B"
OFFICIAL PLAN AMENDMENT

BY-LAW NO. _____

A BY-LAW TO AMEND

TOWNSHIP OF ARMOUR OFFICIAL PLAN

Permitting Battery Energy Storage Systems

219 Peggs Mountain Road

OFFICIAL PLAN AMENDMENT NO. 4

Approved by the OLT

Lands Affected:	This By-law applies only to the lands within the Township of Armour municipally known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour.
Present Designation:	Under the Township of Armour Official Plan, the lands are designated Rural Community.
Proposed Designation:	The amendment adds a site-specific exception for the lands to clarify that a Battery Energy Storage System (“BESS”) is permitted on the lands.
Zoning By-law:	A concurrent Zoning By-law Amendment is being brought into effect to clarify Battery Energy Storage System (“BESS”) as a permitted use in the site-specific Rural (Ru) zone for the lands.
By-law Purpose:	The goal of this By-law is to amend the Township of Armour Official Plan to confirm that Battery Energy Storage Systems (“BESS’s”) are a permitted use in the Rural Community designation on the lands, as per the Provincial Planning Statement, 2024.

BY-LAW NO. _____

Being a by-law to adopt the Armour Township Official Plan Amendment No. 4

NOW THEREFORE in accordance with the provisions of the Planning Act, R.S.O. 1990, c. P.13, as amended, hereby enacts as follows:

1. Amendment No. 4 to the Township of Armour Official Plan, is hereby adopted.
2. That this By-law shall come into effect on the date it is passed, subject to the provisions of the Planning Act, R.S.O. 1990, c. P.13.

AMENDMENT NUMBER 4

TO THE

TOWNSHIP OF ARMOUR OFFICIAL PLAN

AMENDMENT NUMBER 4
TO THE
TOWNSHIP OF ARMOUR OFFICIAL PLAN

INDEX

PART “A” - THE PREAMBLE

The Preamble provides an explanation of the proposed Amendment including the purpose, extent, background information, and basis but does not form part of this Amendment.

PART “B” - THE AMENDMENT

The Amendment describes the changes to the Armour Township Official Plan which constitute Official Plan Amendment Number 4.

PART “A” – THE PREAMBLE

PURPOSE

The purpose of the amendment is to clarify the Township of Armour Official Plan to confirm that Battery Energy Storage Systems (“BESS’s”) are a permitted use on certain lands in the Rural Community designation.

LOCATION

This amendment applies to the lands within the Township of Armour municipally known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour.

BACKGROUND

A privately initiated application to amend the Armour Township Official Plan was received by the Township of Armour and deemed complete on January 21, 2025. The application requests an amendment to the Official Plan to permit a Battery Energy Storage System on the lands subject to this amendment.

BASIS

The applicant proposes to develop a Battery Energy Storage System on the lands located at 219 Peggs Mountain Road.

The subject lands are designated Rural Community in the Township of Armour Official Plan.

IMPLEMENTATION AND INTERPRETATION

This Amendment shall be in accordance with the policies of the Armour Official Plan.

PART “B” – THE AMENDMENT

All of this part of the document entitled “PART “B” - THE AMENDMENT”, consisting of the following text, constitute Amendment No. 4 to the Official Plan of the Township of Armour.

DETAILS OF THE AMENDMENT

The Official Plan of the Township of Armour is hereby amended as follows:

1. Section 2.1 (Rural Community) of the Township of Armour Official Plan, is hereby amended to add the following subsection:

2.1.3(h) “A Battery Energy Storage System shall be permitted on lands at 219 Peggs Mountain Road and described as Part Lot 3 Con 6 Armour Township, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689. (OPA 4)”
2. A location map will be added to section 2.1.3(h) to reference and locate the new policy above.

SCHEDULE "C"
ZONING BY-LAW AMENDMENT

ZONING BY-LAW NO. 5-2026
A BY-LAW TO AMEND
ZONING BY-LAW NO. 27-95 as amended

Permitting Battery Energy Storage Systems
219 Peggs Mountain Road

EXPLANATORY NOTE

To Zoning By-law No. 5-2026

Passed by the ONTARIO LAND TRIBUNAL

Lands Affected:	This By-law applies only to the lands within the Township of Armour municipally known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour.
Present Zoning:	Under Armour Township Zoning By-law No. 27-95 (as amended), the lands are zoned Rural (Ru).
Proposed Zoning:	The amendment adds a site-specific exception for the lands to clarify that a Battery Energy Storage System is permitted on the lands municipality known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; while maintaining the underlying Rural (Ru) zoning.
Official Plan Designation:	A site specific amendment to the Township of Armour Official Plan (OPA 4) clarifies that a Battery Energy Storage System ("BESS") is a permitted use on the lands subject to this By-law.
By-law Purpose:	The goal of this By-law is to update Zoning By-law No. 27-95 (as amended) to confirm that Battery Energy Storage Systems are a permitted use on the lands subject to this By-law.

ZONING BY-LAW NO. 5-2026

Being a By-law under Section 34 of the *Planning Act*, R.S.O. 1990, to amend Zoning By-law No. 27-95, as amended, of the Municipal Corporation of the Township of Armour, with respect to adding permissions for Battery Energy Storage System in the Rural (Ru) zone as it relates to the lands municipally known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour.

NOW THEREFORE the Ontario Land Tribunal enacts as follows:

1. **THAT** Section 2 (Definitions) of Zoning By-law No. 27-95, as amended, is hereby updated to add the following subsection:

2.23.1 “Battery Energy Storage System” means a battery storage system or facility that captures energy produced at one time for use at a later time to reduce imbalances between energy demand and energy production.”

2. **THAT** Section 19 (Exceptions) of Zoning By-law No. 27-95, as amended, is hereby updated to add the following subsections:

RU-112 Schedule A-2

“Notwithstanding any provisions to the contrary, a Battery Energy Storage System is permitted at 219 Peggs Mountain Road, legally described as Part Lot 3 Con 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour;

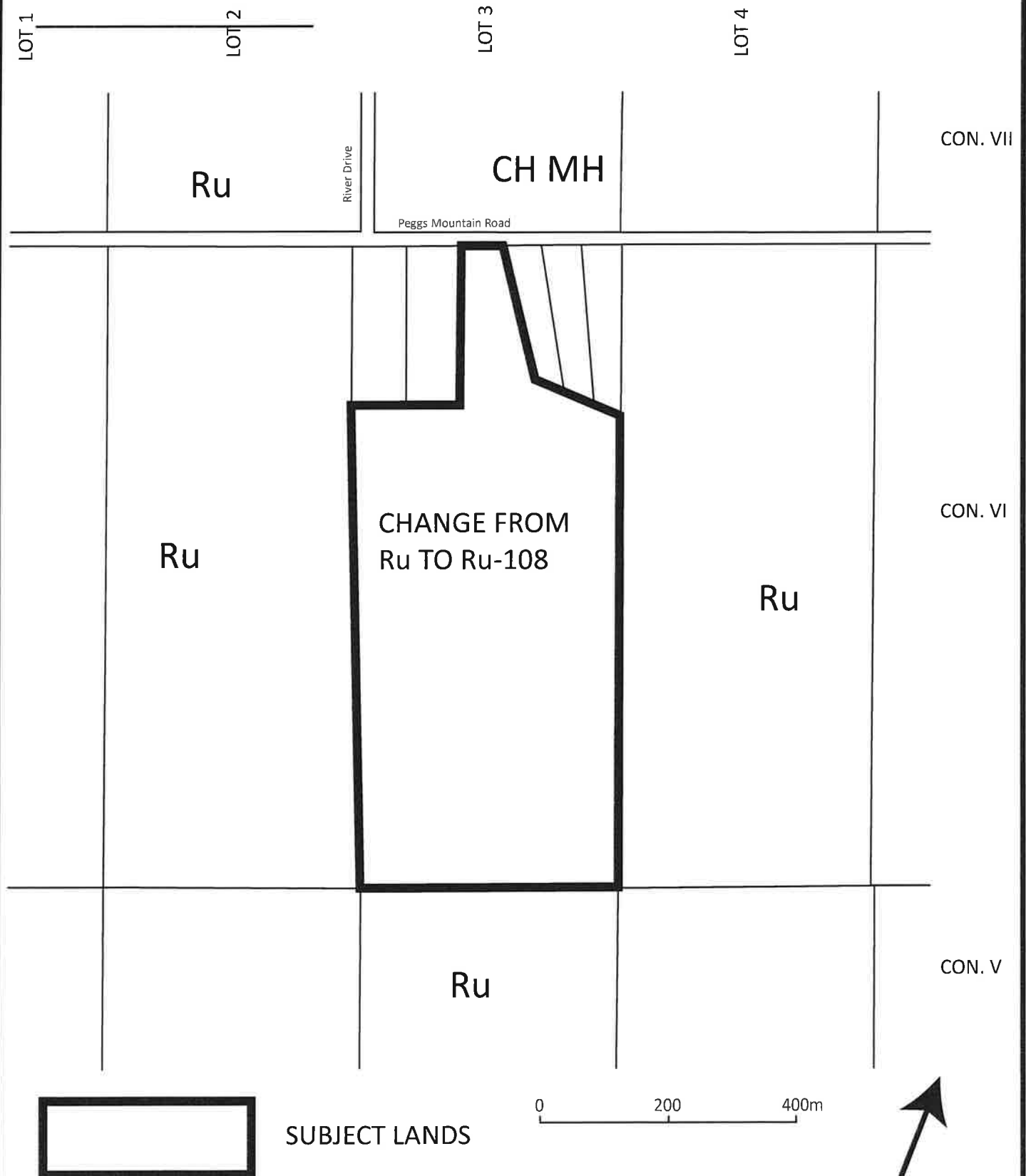
Notwithstanding any provisions to the contrary, a Battery Energy Storage System facility is only permitted in the location as shown hatched on Schedule B to Zoning By-law No. 5-2026; and

Notwithstanding any provision to the contrary, for a Battery Energy Storage System, the maximum rated power capacity is 4.99 megawatts (MW) and the maximum rated energy storage capacity is 19.96 megawatt-hours (MWh).”

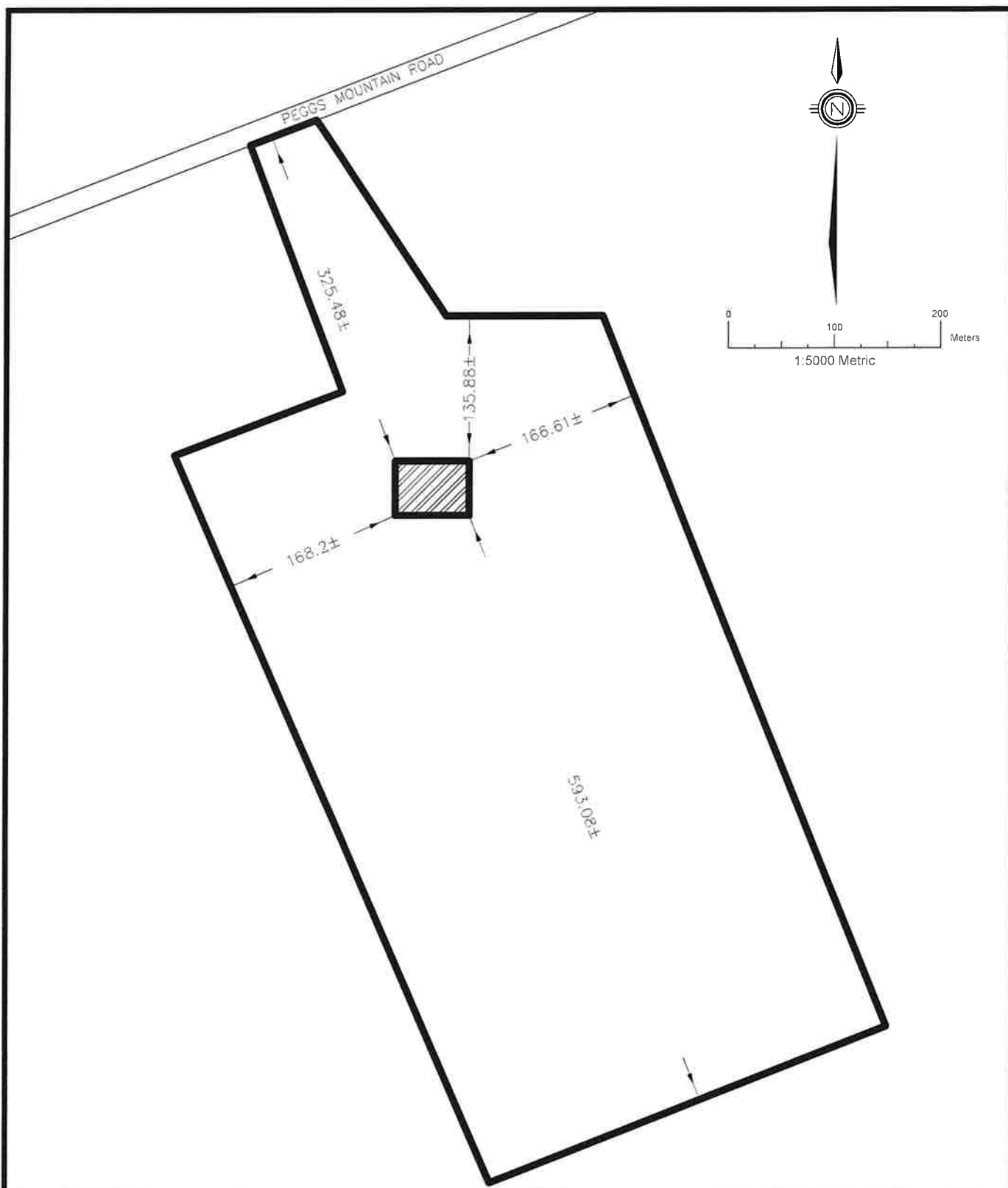
3. **THAT** Schedule A-2 of Zoning By-law No. 27-95, as amended, is hereby amended by changing the zoning classification of the subject lands forming Part Lot 3, Concession 6, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689, known municipally as 219 Peggs Mountain Road, from the Rural (Ru) Zone to the Rural Exception No. 112 (Ru-112) Zone in accordance with Schedule “A” attached hereto and by this reference forming part of this By-law; and

4. **THAT** this By-law shall come into effect on the date OPA 4 has been approved, subject to the provisions of the *Planning Act*, R.S.O. 1990, c. P13.

Municipal Corporation of the Township of Armour
SCHEDULE "A" TO ZONING BY-LAW No.



THIS IS SCHEDULE "A" TO BY-LAW No. 5-2026



Schedule "B" to By-law No. 5-2026

219 Peggs Mountain Road

Lot 3, Concession 6, Save & Except Parts 1 & 2, 42R22137

And Parts 1, 2, and 3, 42R22689

Township of Armour