

## REGISTRAR AND TRANSFER AGENT SERVICE AGREEMENT

### CONFIDENTIAL AND PRIVILEGED INFORMATION

**THIS AGREEMENT** made as of the 29th day of March 2021 (the “**Effective Date**”)

#### **BETWEEN:**

**ESG CAPITAL 1 INC.**, a company duly incorporated under the laws of the Province of Ontario (the “**Client**”)

- and -

**MARRELLI TRUST COMPANY LIMITED**, a company existing under the laws of Province of British Columbia and having a registered office in the City of Vancouver (the “**Trust Company**”)

**WHEREAS** the Trust Company is a trust company that is authorized to carry on a trust business under the *Financial Institutions Act* (British Columbia);

**AND WHEREAS** the Client wishes to appoint the Trust Company as its agent for the purpose of providing the services described in the attached schedule(s) (the “**Schedule(s)**”) and the Trust Company wishes to accept such an appointment.

**THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties each intending to be legally bound, agree as follows:

#### **APPOINTMENT**

- 1) The Company hereby appoints the Trust Company as its registrar and transfer agent, and the Trust Company hereby accepts the appointment, upon and subject to the terms of this Agreement.

#### **SERVICES**

- 1) The Trust Company shall provide the services described in the Schedule(s).

- 2) The Trust Company may provide further services to, or on behalf of, the Client as may be agreed upon from time to time by the Client and the Trust Company.

## **FEES**

- 3) The remuneration of the Trust Company for its services provided for hereunder shall be such as may from time to time be agreed upon by the Client and the Trust Company. In the event that the scope of services to be provided by the Trust Company materially changes, the Client and the Trust Company agree to negotiate in good faith reasonable compensation for such additional services.
- 4) The Company shall pay to the Trust Company all costs and expenses, including legal fees if applicable, incurred by the Trust Company in carrying out its duties under this Agreement.
- 5) The Client agrees to keep confidential the details of any fee schedule or remuneration proposals or agreement it receives from the Trust Company.

## **CONFIDENTIALITY AND PRIVACY**

- 6) The Trust Company agrees to preserve the confidentiality of all material non-public information provided by the Client or its agents for the Trust Company's use in fulfilling its obligations hereunder subject to the following exceptions: (i) information that subsequently enters the public domain through no fault of the Trust Company; (ii) information that is already known to the Trust Company; (iii) information provided to agents of the Client in the ordinary course of business; or (iv) information that is required to be disclosed through enforceable processes of law.
- 7) The Client acknowledges and agrees that the Trust Company may, from time to time, receive court, regulatory and governmental orders, requirements to pay or to produce documents and other orders of a similar nature ("**Orders**") in connection with its role hereunder and that such Orders may be issued in the name of the Trust Company notwithstanding that the Orders pertain to the records maintained by the Trust Company on behalf of the Client. The Client agrees that the Trust Company may review and comply with such Orders but will, if lawful, advise the Client in the event that the Trust Company rejects an Order.
- 8) The Client agrees, at all times during the term of this Agreement, to comply with applicable laws including without limitation all applicable privacy legislation and regulations. The Trust Company shall comply with all applicable Canadian privacy legislation and regulations. Without limiting the foregoing, it is understood and agreed that to the extent securityholder consents relating to the collection, use, and disclosure of securityholder personal information, as may be required by applicable law, if any, are required in order for the Trust Company to carry out its obligations under this Agreement, such consents are the responsibility of the Client and not the Trust Company.

## **TERM AND SUCCESSION**

- 9) This Agreement or an individual Service Schedule may be terminated by either the Client or the Trust Company upon 30 days' prior written notice.
- 10) Upon termination of the Trust Company's appointment, the Client shall pay to the Trust Company the termination fees owed to it under the applicable Service Schedule(s).
- 11) The Trust Company may terminate this Agreement for non-payment of fees on 30 days' written notice, and the Trust Company may refuse to do any work for the Client during the 30 day period following delivery of the written notice unless it has been paid in full all amounts owed under the terms of this Agreement.
- 12) Notwithstanding any other provision hereof, if the Client fails to provide materials or information requested by the Trust Company for The Financial Transactions and Reports Analysis Centre of Canada ("**FINTRAC**") purposes, the Trust Company may at its sole discretion terminate this Agreement by providing the Client with at least ten (10) days written notice.
- 13) Any corporation or other entity:
  - (1) resulting from any merger or consolidation to which the Trust Company may be a party;
  - (2) that purchases or succeeds in ownership to the majority or substantially all of the transfer agency business of the Trust Company;
  - (3) that is a controlled subsidiary or affiliate of the Trust Company; or
  - (4) to which a majority of the assets of the Trust Company used in connection with performing this Agreement are transferred while the Trust Company continues to act as Trust Company

shall be the successor to the Trust Company hereunder without any further act or formality with like effect as if such successor Trust Company had originally been named as the Trust Company herein.

- 14) The Trust Company shall retain the right not to act and shall not be liable for refusing to act under this Agreement if, due to a lack of information or for any other reason whatsoever, it, in its reasonable judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorism legislation, regulation or guideline. Further, should the Trust Company, in its reasonable judgment, determine at any time that it is acting under this Agreement has resulted in the Trust Company being in non-compliance with any applicable anti-money laundering or anti-terrorism legislation, regulation or guideline, then it shall have the right to resign on ten (10) days' written notice to the Client, provided: (i) that its written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to its satisfaction within such ten (10) day period, then such resignation shall not be effective.

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CLIENT**

- 14 The Client represents and warrants to the Trust Company that:

- (a) the Client has sufficient right and authority to enter into this Agreement on the terms and conditions set forth herein, and all necessary action has been taken by or on the part of the Company to authorize the execution and delivery of this Agreement and all other documents contemplated hereby;
- (b) the Client is authorized by its constating documents or other organizational documents to maintain its central securities register at the Trust Company's principal office in British Columbia and, if applicable, outside of British Columbia;
- (c) the Client has given or will give all such notices required by law to give notice of the appointment of the Trust Company as its registrar and transfer agent; and
- (d) all "personal information", as such term is defined in the *Personal Information Protection Act* (British Columbia) ("**PIPA**") collected by the Client and provided to the Trust Company, has been and will be collected and provided to the Trust Company in accordance with all applicable privacy legislation including, without limitation, PIPA and the *Personal Information Protection and Electronic Documents Act* (Canada).

#### **LIMITATION OF RESPONSIBILITY**

- 15) The Trust Company may use its own judgment in the performance of its duties hereunder, but may, at any time, consult the Client for instructions and may consult counsel for the Client or its own counsel in respect of any matter arising in connection with this Agreement.
- 16) In addition to and without limiting any other indemnity afforded to the Trust Company, the Client agrees to defend, indemnify and hold harmless the Trust Company, its successors and assigns, and its and each of their respective directors, officers, employees and agents (the "**Indemnified Parties**") against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, expenses and disbursements (including expert consultant and legal fees and disbursements on a substantial indemnity, or solicitor and client, basis) (collectively, the "**Claims**") that the Indemnified Parties, or any of them, may suffer or incur or that may be asserted against them, or any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) or the Trust Company's duties or appointment hereunder or any other services that the Trust Company may provide to the Client in connection with or in any way relating to this Agreement, except that no Indemnified Party shall be entitled to indemnification in the event such Indemnified Party is found to have acted in bad faith or engaged in willful misconduct.

Without limiting the foregoing, the Client agrees to indemnify and save harmless the Indemnified Parties against and from any present and future taxes (other than income taxes), duties, assessments or other charges imposed or levied on behalf of any governmental authority having the power to tax in connection with the Trust Company's duties hereunder.

In addition, the Client agrees to reimburse, indemnify and save harmless the Indemnified Parties for, against and from all legal fees and disbursements (on a substantial indemnity, or solicitor and client, basis) incurred by an Indemnified Party if the Client commences an action, or cross-claims or counterclaims, against the Indemnified Party and the Indemnified

Party is successful in defending such claim. This indemnity will apply to any directions by the Client relating to or surrounding any of the services described in this Agreement. In the absence of gross negligence or intentional misconduct on its part, the Trust Company shall not be liable for any action taken, suffered, or omitted by it or for any error of judgement made by it in the performance of its duties under this Agreement. In no event will the Trust Company be liable for special, indirect, consequential or punitive loss or damages of any kind whatsoever (including but not limited to lost profits), even if the Trust Company has been advised of the possibility of such damages. Any liability of the Trust Company pursuant to its activities under this Agreement will be limited in the aggregate to an amount equal to twelve (12) times the monthly fee paid by the Client for services provided pursuant to the corresponding Service Schedule.

- 17) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to acts of God, terrorism, government restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **GENERAL**

- 18) Any notice or notification to be given by one party to this Agreement to the other shall be in writing and delivered by hand or sent by first class insured mail, prepaid courier, email, facsimile transmission or by any other form of written recorded information to the following address:

*If to the Client:*

ESG CAPITAL 1 INC.  
18 King Street East, Suite 902  
Toronto, Ontario  
M5C 1C4  
Email : rpollock@primarycapital.ca  
Tel : 416-214-9672

Attention : Robert Pollock, President and CEO

*If to the Trust Company:*

Marrelli Trust Company Limited  
620 -1111 Melville Street  
Vancouver, British Columbia  
V6E 3V6  
Email: lcripps@marrellitrust.ca  
Attn: Lisa Cripps, Head of Transfer Operations, Trust Officer

And all notices shall be deemed to have been effectively given on the date three (3) business days after the date of mailing or if delivered by hand or sent by facsimile

transmission or any other form of written recorded communication on the date of delivery or transmission.

- 19) The provisions of Sections 3, 4, 5, 6, 7, 8, 10, 16, 17, 18 and this Section shall survive the termination of this Agreement.
- 20) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 21) Time shall be of the essence of this Agreement.
- 22) This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and any actions, proceedings or claims or disputes regarding it shall be commenced in the courts of the Province of Ontario.
- 23) This Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission or in PDF format delivered by e-mail. Each counterpart, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 24) No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the parties hereto. This Agreement and the schedules attached hereto represent the entire agreement between the parties with respect to the subject matter hereof.
- 25) The parties hereto have requested that this Agreement, all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en anglais.
- 26) The use of headings and division of sections and paragraphs is for convenience of reference only and does not affect the construction or interpretation of this Agreement.

**AS WITNESS** the counter signatures of their respective officers duly authorized in that behalf.

**MARRELLI TRUST COMPANY LIMITED**

**ESG CAPITAL 1 INC.**

Per: (signed) "James Atherton"  
Name: James Atherton  
Title: CEO, President and Director

Per: (signed) "Robert Pollock"  
Name: Robert Pollock  
Title: President and CEO

Per: (signed) "Lisa Cripps"  
Name: Lisa Cripps  
Title: Head of Transfer Operations, Trust Officer

Per: (signed) "David Guebert"  
Name: David Guebert  
Title: Secretary and CFO

**Schedule "A"**  
**Transfer Agent, Registrar, Distribution Agent, Tabulation Agent, Scrutineer and Mailing Services**

## Appointment

1. The Client having taken all necessary corporate action to properly authorize the execution, delivery and performance by it of its responsibilities under this Schedule, has appointed the Trust Company as its transfer Trust Company, registrar and disbursing Trust Company of the securities identified below and the Trust Company accepts such appointment, upon the terms set out in this Agreement.

The Trust Company agrees to faithfully carry out and perform its duties hereunder, and upon the termination hereof, provided that the Client is in compliance with all of the terms of this Agreement, including the payment of all amounts owing to the Trust Company hereunder, to deliver over to the Client the books and any documents and papers connected therewith or with the business of the Client transacted hereunder, against a receipt executed by the Client.

## Transfer Trust Company and Registrar Services

Duties of the Trust Company:

The Trust Company shall perform transfers and issue unissued securities certificates for the following classes of securities:

- COMMON SHARES, SUBSCRIPTION RECEIPT & ESCROW SERVICES

(the "**Securities**").

2. The Trust Company will keep and maintain:
  - a) a register of transfers for each class of the Securities wherein shall be recorded all transfers of Securities and the date and other particulars of each transfer; and
  - b) a register of registered securityholders for each class of the Securities in which shall be recorded the names of all such persons and the addresses of such persons during such time as they are a holder of the Securities and the number of Securities held by each securityholder, it being represented and warranted by the Client that all Securities previously issued by it are fully paid and non-assessable and that with respect to future issuances of Securities, unless the Client otherwise notifies the Trust Company, the Trust Company may regard such Securities as fully paid and non-assessable.
3. Subject to such general and particular instructions as may from time to time be given to it by or under the authority of the board of directors or equivalent of the Client or any applicable law, the Trust Company shall, in accordance with this Agreement:
  - a) make such entries from time to time in the register(s) as may be necessary in order that the accounts of each securityholder is properly and accurately kept and transfers of the Securities properly recorded;
  - b) upon payment of any applicable transfer taxes, countersign, register and issue certificates to the securityholders entitled thereto representing the Securities held or transferred to them respectively;

- c) record the particulars of all transfers of the Securities; and
  - d) furnish to the Client, upon reasonable request and at the expense of the Client, such statements, lists, entries, information and material, concerning transfers and other matters, as are maintained or prepared by the Trust Company as transfer Trust Company, registrar and disbursing Trust Company of the Securities.
4. Any services provided by the Trust Company through the Trust Company's Websites (the "**Websites**") are subject to the terms and conditions as described in the Terms and Conditions page on the Websites.

Representations, Warranties and Covenants of the Client:

5. The Client shall provide the Trust Company with certified specimens of the signatures of the directors and/or officers of the Client that are authorized to sign securities certificates and other documents. The Client shall promptly advise the Trust Company, in writing, as to any changes in authorized signatories and shall simultaneously provide new certified specimen signatures to the Trust Company. Notwithstanding the foregoing, the Client agrees to provide such certified specimens of authorized signatures to the Trust Company when requested to do so from time to time.
6. The Client agrees that it will promptly furnish to the Trust Company from time to time:
- a) copies of all constating documents, amendments thereto and all relevant by-laws and resolutions relating to the creation, amendment, allotment and issuance of the Securities of the Client; and
  - b) copies of all relevant documents and proceedings relating to increases and reductions in the Client's capital, the reorganization of or change in its capital or the bankruptcy, insolvency, winding-up or dissolution of the Client.
7. The Client agrees that, so long as this Agreement is in force, it shall issue no certificates for the Securities without such certificates being countersigned by the Trust Company in its capacity as transfer Trust Company and registrar.
8. In the event that the Trust Company discovers an over-issuance or other out-of-balance position in respect of a register of the Securities ("**Out-of-Balance**") which is not the result of the Trust Company's error, and which neither the Client nor the Trust Company is able to reconcile, the Client will either: i) increase the number of its issued Securities; ii) at its own expense purchase securities in the market; or iii) take any other steps necessary to resolve the Out-of-Balance within 60 days of the Trust Company reporting the Out-of-Balance to the Client.
9. The Client authorizes the use of generic certificates for the Securities; following the provision of all necessary text, signature files and marks the Trust Company will provide a specimen of the generic certificate to the Client to review and approve. The Client represents that: i) the content and use of the generic certificates is in compliance with the applicable federal or provincial companies act; and ii) the use of the generic certificates does not constitute a violation or breach of the Client's articles, by-laws, or other constating documents. In addition, the Client agrees to advise the Trust Company immediately if the

Client has any reason to change, delete or add any text, signature or mark on its previously approved form of generic certificate.

If the Client does not authorize or removes authorization to use generic certificates, the Client shall, at its own expense, provide the Trust Company with an inventory of blank securities certificates in sufficient quantities for the Trust Company to perform its duties under this Agreement. The Client acknowledges that its articles of incorporation, by-laws and governing legislation allow for the issuance of book-based or statement-based securities and, unless issuance of a securities certificate is specifically requested by the Client, the securityholder or its representative in connection with transfers or new securities issuances, the Trust Company is authorized to credit securities in statement-based form, including the direct registration system offered by the Depository Trust Company or the Canadian Depository for Securities Limited.

10. Notwithstanding any other provisions of this Agreement, the Trust Company is expressly authorized by the Client to:
  - a) issue and register new certificates for the Securities under a master lost instrument bond between the Trust Company and a surety company or third party surety bond acceptable to the Trust Company, in replacement of certificates represented to have been lost, destroyed or stolen, upon receipt of an affidavit of loss and an indemnity agreement satisfactory to the Trust Company; and
  - b) register a transfer of securities registered in the name of a decedent under a master lost instrument bond and/or waiver of probate bond between the Trust Company and a surety company or third party surety bond acceptable to the Trust Company, in the case of transmission of securities of a decedent where no administration is contemplated, upon receipt of an indemnity agreement satisfactory to the Trust Company.

#### Protection of the Trust Company:

11. The Trust Company may act and rely upon any signature, certificate or other document believed by it to be genuine and to have been signed by the proper person or persons, or refuse to transfer a securities certificate if it is not satisfied as to the propriety of the requested transfer. The Trust Company may also act on the receipt of facsimile and similar electronic instructions that it believes to be genuine and to have been signed or initiated by the proper person or persons.
12. Upon receipt of a certified copy of a resolution of the board of directors or equivalent of the Client authorizing the issuance of securities, together with written instructions from an authorized officer or director of the Client giving particulars of the registered owners of such securities, the Trust Company shall register such securityholders and countersign and deliver certificates representing such securities in accordance with such instructions and the Trust Company can rely that such instructions are in compliance with exchange or regulatory requirements as promulgated from time to time.
13. When a certificate is presented to the Trust Company for the purpose of transfer, transfer of any of the securities in respect of which such certificate was issued may be refused by

the Trust Company until it is satisfied that such certificate is valid, that the endorsement thereon is genuine (and, where required, properly guaranteed) and that the transfer requested is legally authorized. In the absence of bad faith, gross negligence or willful misconduct, the Trust Company shall not incur any liability in refusing to effect any transfer which, in its judgment, is improper or unauthorized, or in carrying out any transfer which, in its judgment, is proper or authorized. The Trust Company shall incur no liability with respect to the delivery or non-delivery of any securities certificate whether delivered by hand, mail or other means.

14. Except as specifically provided below, it shall not be the duty of the Trust Company to pass on the validity of transfers of securities owing to death, transfers by parents or guardians, powers of attorney, transfers of replacements of securities certificates lost, apparently destroyed or wrongfully taken, and it is hereby authorized, at the Trust Company's discretion, to refer all documents relating to such transfers to the solicitors of the Client, at the expense of the Client, and the Trust Company shall be entitled to act and rely absolutely upon their opinion.
15. The Trust Company shall be entitled to treat as valid any certificate for Securities purporting to have been issued by or on behalf of the Client prior to the Effective Date and the Client shall indemnify and save harmless the Trust Company, its officers, directors, employees, successors, assigns and agents from any liability or claims that may be made against them by reason of the Trust Company treating any such certificate as valid. The Trust Company is hereby expressly relieved from any duty or obligation to verify the signature or the authority to sign of the person or persons purporting to sign any such certificate on behalf of the Client or on behalf of any other institution that appointed the Trust Company and registrar of the Securities prior to the Effective Date.
16. All securities certificates and accompanying documentation surrendered to the Trust Company on any transfer of the securities or on exchanges of certificates in respect to any change in or reorganization of capital shall be cancelled by the Trust Company and held by it in accordance with its record retention policy. The Trust Company shall not be required to hold such certificates after the expiry of such period and in any case is hereby authorized to destroy such certificates forthwith after the end of a 7 year period. The Client shall be responsible for any expenses incurred by the Trust Company in connection with the storage of the securities certificates and any related records.

### **Distribution Agent Services**

17. The Trust Company shall disburse dividends and other distributions which may be declared from time to time on the securities of the Client, and the Trust Company is hereby authorized and directed to pay such dividends and other distributions after receipt of:
  - i. a certified copy of the resolution of the board of directors or equivalent of the Client declaring such dividends or other distributions or similar documentation that is acceptable to the Trust Company; and
  - ii. funds in an amount sufficient for the payment of such dividends or other distributions.

If any funds are received by the Trust Company in the form of uncertified cheques, the Trust Company shall be entitled to delay the time for release of such funds until such

uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn. If the Trust Company shall hold any amount on account of distributions which are unclaimed or which cannot be paid for any reason, the Trust Company shall be entitled to hold the funds in an interest bearing account and to retain for its own account any interest earned by the holding of same prior to its disposition in accordance with this Agreement.

18. In its capacity as dividend disbursing Trust Company for all cash distributions that may be declared by the Client, the Trust Company shall, in respect of each distribution:
  - a) calculate in Canadian or U.S. dollars, as directed by the Client, the amount of dividends to which each registered securityholder is entitled, based on the number of securities held by such securityholder on the record date multiplied by the rate per security, net of any applicable withholdings (subject to and in accordance with paragraph c below), and deliver a letter to the Client confirming the aggregate cash funding requirements and wire transfer instructions, such wire transfer(s) to be completed by the Client at least one business day before the payable date, unless the Trust Company and the Client mutually agree on alternative funding arrangements;
  - b) prepare cheques, drawn on one or more accounts maintained by and in the name of the Trust Company, in the name of each registered securityholder for the net amount payable to each such securityholder, to be mailed to each such securityholder by first-class mail on a mutually agreed date, except that the Trust Company may perform electronic funds transfer (“**EFT**”) to a registered securityholder where appropriate EFT instructions are on file; and
  - c) remit and report all applicable Canada Revenue Agency (“**CRA**”), Revenue Quebec (“**RQ**”) and Internal Revenue Service (“**IRS**”) withholdings to CRA, RQ and/or IRS and prepare and mail, on an annual basis, applicable CRA, RQ and IRS tax slips to each registered securityholder (collectively, the “**Tax Obligations**”), provided that the Client shall direct the Trust Company in writing with respect to the performance of such Tax Obligations and shall provide the Trust Company with all necessary funds and information required by the Trust Company to comply with such Tax Obligations.
19. The Trust Company may hold cash balances constituting part or all of the funds in an interest bearing account, and may, but need not, invest same in the deposit department of a Canadian chartered bank and their affiliates, but the Trust Company, its affiliates or a Canadian chartered bank and its affiliates shall not be liable to account for any profit to any parties to this Agreement or to any other person or entity other than at a rate, if any, established from time to time by the Trust Company, its affiliates or a Canadian chartered bank and its affiliates.

#### **Tabulation Agent and Scrutineer Services**

20. The Client shall appoint the Trust Company as its Trust Company to tabulate proxies and votes and shall appoint employees of the Trust Company to act as scrutineers in connection with meetings of the securityholders provided that the Trust Company and its employees may decline such appointment in their own reasonable discretion.
21. The Trust Company shall accept and tabulate voting instructions through its dedicated proxy voting website. The Trust Company shall make available to securityholders that vote

online future e-delivery of proxies, financials and other communications of the Client as the Client permits.

### **Mailing and Printing**

22. The Trust Company will on direction from the Client make arrangements for the printing and mailing of such securityholder materials as the Client requires.

### **Termination of Service Schedule**

23. Upon termination of this Service Schedule the Client shall pay to the Trust Company:

- a) the fees and expenses payable to the Trust Company and outstanding on the date of termination;
- b) an amount of at least 20% of its last annual remuneration to provide for the delivery of a certified copy of each register maintained by it hereunder together with any other securityholder information necessary to ensure continuity of transfer Trust Company service to the Client, or to a successor transfer Trust Company appointed by the Client, and for the expenses of handling subsequent enquiries and correspondence that may continue to be received by the Trust Company, notwithstanding its termination; and
- c) an amount sufficient to reimburse the Trust Company for ongoing and future storage fees for the storage of the Client's records which must be retained by the Trust Company, notwithstanding its termination.

24. Upon payment by the Client to the Trust Company of all monies owing to the Trust Company hereunder, the Trust Company shall deliver over to the Client, or to a successor Trust Company appointed by the Client, a certified copy of each register maintained by it hereunder together with any other securityholder information reasonably necessary to ensure continuity of Trust Company service to the Client

#### **MARRELLI TRUST COMPANY LIMITED**

Per: (signed) "James Atherton"  
Name: James Atherton  
Title: CEO, President and Director

Per: (signed) "Lisa Cripps"  
Name: Lisa Cripps  
Title: Head of Transfer Operations, Trust Officer

#### **ESG CAPITAL 1 INC.**

Per: (signed) "Robert Pollock"  
Name: Robert Pollock  
Title: President and CEO

Per: (signed) "David Guebert"  
Name: David Guebert  
Title: Secretary and CFO

**Schedule “C”**  
**Foreign Co-Trust Company Services**

**Authority to Appoint Co-Transfer Agents**

1. The Client authorizes the Trust Company, on behalf of the Client, to appoint co-transfer agents to provide co-transfer agency services in one or more jurisdictions outside Canada, on behalf of the Client and as instructed in writing by the Client from time to time.
2. The co-transfer agents shall provide the following services in accordance with the requirements or restrictions specified in this Service Schedule:
  - a. Review transfer documents and certificates (if applicable) for acceptability, including ensuring that securities being transferred are not subject to any adverse claims;
  - b. Complete transfer debit and credit transactions, including the issuance of certificates and/or statements evidencing security ownership;
  - c. Furnish clear, simple, and detailed instructions to securityholders or their representatives throughout the transfer process, as well as clear and concise written explanations of rejected transfers;
  - d. Post or convey records of transfer to the Trust Company’s securities transfer system;
  - e. Prepare and submit other reports required by local, provincial or federal agencies, principal stock exchanges, and securityholders, as requested by the Trust Company or the Client; and
  - f. Maintain and securely store security certificates and ownership statement inventory, including providing ongoing control of unused certificates.
3. The Client agrees to indemnify the co-transfer agent and its officers, directors, employees and agents in the same manner that it indemnifies the Trust Company in this Agreement.
4. The Client agrees to reimburse the Trust Company for all reasonable expenses or other charges incurred by the Trust Company in connection with the provision of co-transfer agency services to the Client, including an administrative surcharge where applicable. Notwithstanding section 5 below, the Trust Company reserves the right to request advance payment for substantial out-of-pocket expenditures.
5. The Client agrees to pay all fees and reimbursable expenses within thirty (30) days of the statement date on the billing invoice. Interest charges as identified on the billing invoice will accrue on balances outstanding for more than sixty (60) days after the statement date on the billing invoice.

**Termination of Service Schedule**

- 6. Upon termination of this Service Schedule the Client shall pay to the Trust Company:
  - a) the fees and expenses payable to the Trust Company and outstanding on the date of termination; and
  - b) an amount sufficient to reimburse the Trust Company for ongoing and future storage fees for the storage of the Client’s records which must be retained by the Trust Company, notwithstanding its termination.

**MARRELLI TRUST COMPANY LIMITED**

Per: (signed) “James Atherton”  
Name: James Atherton  
Title: CEO, President and Director

Per: (signed) “Lisa Cripps”  
Name: Lisa Cripps  
Title: Head of Transfer Operations, Trust Officer

**ESG CAPITAL 1 INC.**

Per: (signed) “Robert Pollock”  
Name: Robert Pollock  
Title: President and CEO

Per: (signed) “David Guebert”  
Name: David Guebert  
Title: Secretary and CFO

**Resolution Appointing Marrelli Trust Company Limited  
as Transfer Agent, Registrar and Disbursing Agent**

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. **Marrelli Trust Company Limited** (“MTCL”), is hereby appointed the transfer agent, registrar and disbursing agent for the common shares of the Corporation (the “Securities”);
2. the register of transfers and register of holders of the Securities shall be kept at the principal office of MTCL in the City of Vancouver;
3. all Securities shall be effectively and interchangeably transferable on the register of transfers or on any branch register of transfers maintained by MTCL regardless of where or when the securities certificates therefore shall have been issued, and entry of the transfer of any Securities on the register of transfers or in any branch register of transfers shall for all purposes be a complete and valid transfer; and
4. any officer of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to do any and all such acts and things and to execute and deliver any and all agreements and other documents in such form and terms as such officer may approve, to carry out the provisions of this resolution and to evidence the aforesaid appointment, such approval to be conclusively evidenced by such officer’s execution and delivery of such agreements or other documents.

\* \* \* \* \*

**CERTIFIED** to be a true copy of a Resolution passed by the Board of Directors of  
ESG CAPITAL 1 INC.

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and which Resolution is in full force and effect as of the date hereof.

DATED: Mar 29, 2021

(signed) “Robert Pollock”

Robert Pollock – President, CEO and Director

(signed) “David Guebert”

David Guebert – Secretary, CFO and Director

(signed) “Pasquale DiCapo”

Pasquale DiCapo- Director

**CERTIFICATE OF INCUMBENCY &  
SPECIMEN SIGNATURES OF  
OFFICERS AND DIRECTORS OF ESG CAPITAL 1 INC.**

I, Robert Pollock of the City of Toronto in the Province of Ontario certify on behalf of the Company and not in my personal capacity that:

1. I am the Chief Executive Officer of the Company.
2. The following persons are:
  - a. duly elected or appointed officers or directors of the Company holding titles indicated opposite their names,
  - b. authorized to give instructions to Marrelli Trust Company Limited and
3. the signatures appearing opposite their names are the signatures of such persons:

<b>Name</b>	<b>Position</b>	<b>Signature</b>
Robert Pollock	President, CEO and Director	(signed) " <i>Robert Pollock</i> "
David Guebert	Secretary, CFO and Director	(signed) " <i>David Guebert</i> "
Pasquale DiCapo	Director	(signed) " <i>Pasquale DiCapo</i> "

Dated: Mar 29, 2021

Signature: (signed) "*Robert Pollock*"