

**FIRST AMENDMENT to STRATEGIC PARTNERING AGREEMENT**

**THIS FIRST AMENDMENT ("First Amendment") to STRATEGIC PARTNERING AGREEMENT**  
made as of October 17, 2023.

**AMONG:**

**GREEN IMPACT PARTNERS INC.**, a corporation existing under the laws of British Columbia  
("GIP")

- and -

**GREEN IMPACT PARTNERS U.S., INC.**, a corporation existing under the laws of Delaware ("GIP  
US")

- and -

**AMBER INFRASTRUCTURE LLC**, a corporation existing under the laws of Delaware ("**Investor**")

**WHEREAS:**

- A.** GIP, GIP US and Investor are party to that certain Strategic Partnering Agreement, made and entered into as of February 23, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Strategic Partnering Agreement**").
- B.** GIP, GIP US and Investor Borrower have agreed to certain amendments and modifications to the Strategic Partnering Agreement on the terms and conditions set forth herein.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree with each other as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions.** Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Strategic Partnering Agreement, unless the context otherwise requires.

**1.2 References and Headings.** The references "hereunder", "herein", "hereby" and "hereof" refer to the provisions of this First Amendment and references to Articles, Sections and Schedules herein refer to articles, sections or schedules of this First Amendment. Any reference to time shall refer to Calgary time. The headings of the Articles, Sections, Schedules and any other headings, captions or indices herein are inserted for convenience of reference only and shall not be used in any way in construing or interpreting any provision hereof.

**1.3 Singular/Plural; Derivatives.** Whenever the singular or masculine or neuter is used in this First Amendment, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

## **ARTICLE 2 AMENDMENTS**

### **2.1 Amendments**

The Strategic Partnering Agreement is amended as follows:

- (a) the definition of FEP Outside Date is deleted in its entirety and replaced with the following:

“**FEP Outside Date**” means June 30, 2024”, and

- (b) the definition of Iowa Outside Date is deleted in its entirety and replaced with the following:

“**Iowa Outside Date**” means June 30, 2024”.

### **2.2 Effectiveness of Amendments**

The foregoing amendments set forth above shall be effective as of September 30, 2023 (the “**Effective Date**”).

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

### **3.1 Re-assertion of Representations and Warranties**

Each of the Parties hereto hereby represents and warrants that, on and as of both the Effective Date and the date first above written and after giving effect to this First Amendment, all of the representations and warranties in the Strategic Partnering Agreement are true, correct, and complete in all respects as of the date first above written.

### **3.2 Requisite Authority**

Each of the Parties hereto hereby represents and warrants that it has the requisite capacity, power and authority to execute this First Amendment and the other agreements required to be delivered hereby to which it is a party and to perform the obligations to which it thereby becomes subject.

### **3.3 Execution and Enforceability**

Each of the Parties hereto hereby represents and warrants that it has taken all necessary actions to execute, deliver and perform its obligations under this First Amendment, including the transactions contemplated herein in accordance with the provisions of this First Amendment. This First Amendment has been duly executed and delivered by each such Party and this First Amendment constitutes, and all other documents executed and delivered on behalf of such Party shall, when executed and delivered constitute its legal, valid and binding obligations enforceable in accordance with their respective terms and conditions, subject to the qualification that such enforceability may be subject to:

- (a) bankruptcy, insolvency, fraudulent preference, reorganization or other laws affecting the enforcement of creditors' rights generally; and
- (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or law).

### **3.4 No Conflicts**

Each of the Parties hereto hereby represents and warrants that the execution and delivery of this First Amendment by it and the completion of the transactions contemplated hereby are not and will not be in violation or breach of, or be in conflict with or require any consent, authorization or approval:

- (a) under any permit or authorization of any Authorized Authority to which it is a party or by which it is bound;
- (b) of any other Person;
- (c) under any material contract to which it is a party; or
- (d) under Applicable Law.

## **ARTICLE 4 GENERAL**

### **4.1 Affirmation of Strategic Partnering Agreement**

Each of the Parties hereto acknowledge and affirm that the Strategic Partnering Agreement (as hereby amended) is hereby ratified and confirmed in all respects and all terms, conditions and provisions thereof, in each case except as amended by this First Amendment, shall remain unmodified and in full force and effect. All references in any document or instrument to the Strategic Partnering Agreement are hereby amended and shall refer to the Strategic Partnering Agreement, as amended by or subject to the waivers of this First Amendment.

### **4.2 Governing Law**

This First Amendment shall be governed by, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. Each Party accedes and submits to the jurisdiction of the Court of Kings Bench in the City of Calgary, Alberta and all courts of appeal therefrom.

### **4.3 Counterparts**

This First Amendment and any document or instrument to be executed and delivered by the Parties hereunder or in connection herewith may be executed and delivered in separate counterparts and delivered by any Party to the other Parties by electronic PDF, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement.

### **4.4 Successors and Assigns**

This First Amendment will be binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this First Amendment without the prior written consent of the other Party, not to be unreasonably withheld, conditioned or delayed.

### **4.5 Waiver**

No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

**4.6 Time of the Essence**

Time shall be of the essence in this First Amendment.

**4.7 Invalidity of Provisions**

If any of the provisions of this First Amendment are determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall not in any way be effected or impaired thereby.

**4.8 Amendments**

This First Amendment may be amended only by written instrument executed by each of the Parties.

**4.9 Expenses**

Each Party will bear the fees and disbursements of their respective lawyers and advisors (including tax advisors and accountants) engaged in connection with the preparation of this First Amendment, and any and all agreements, instruments, documents or other writings to be executed and delivered pursuant hereto and all other costs and expenses incurred in connection herewith.

**4.10 Further Assurances**

Each Party will from time to time, on and after the date hereof, at the request and expense of the requesting Party, execute and deliver all such other additional instruments, notices, releases, acquittances and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this First Amendment in accordance with their true intent.

**4.11 Third Party Rights**

The Parties do not intend any third party to have the right to enforce any provision of this First Amendment.

*(Signature pages follow)*

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be duly executed as of the date first above written.

**GREEN IMPACT PARTNERS INC.**

By: "Kathy Bolton"  
Name: Kathy Bolton  
Title:

By: "Jesse Douglas"  
Name: Jesse Douglas  
Title:

**GREEN IMPACT PARTNERS U.S., INC.**

By: "Kathy Bolton"  
Name: Kathy Bolton  
Title:

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

**AMBER INFRASTRUCTURE LLC**

By: "Thomas O'Shaughnessy"  
Name: Thomas O'Shaughnessy  
Title:

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