

**AFFILIATE SERVICES AGREEMENT**

**THIS AGREEMENT** is made effective as of the 22<sup>nd</sup> day of April, 2026,

**BETWEEN:**

Corix Utah City Heating and Cooling LLC, a limited liability company existing under the laws of the State of Delaware

(the “**Service Recipient**”)

**AND**

Corix (CA) DE Services Limited Partnership, a limited partnership existing under the laws of the Province of British Columbia

(the “**Service Provider**”)

**WHEREAS:**

- A. the Service Recipient is engaged in the business of, *inter alia*, designing, building, financing, owning, and operating district energy systems (such business, together with any other business conducted from time to time by the Service Recipient, the “**Business**”); and
- B. the Service Recipient wishes to engage and retain Service Provider to provide general human resource services to the Service Recipient in support of the Service Recipient’s Business, and Service Provider wishes to provide such services to the Service Recipient on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties acknowledge, the parties agree as follows:

**ARTICLE 1**

**Supply of Services**

- 1.1 At the request and direction of the Service Recipient from time to time, Service Provider shall provide to the Service Recipient:
  - (a) office, information technology, human resources, administration, tax compliance, legal and accounting services as may be required or requested by the Service Recipient, from time to time, in the conduct of its Business, together with such other services as may be determined by mutual agreement of the parties from time to time (collectively, the “**Support Services**”);
  - (b) high-level governance and executive management services in respect of the Business, including, without limitation, advising from time to time with respect to financial management, strategic planning and direction, transactions and any matters as may be required or requested by the Service Recipient, from time to time, in the conduct of its Business (collectively, the “**Executive Services**”); and

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- (c) consulting, transactional support, due diligence and related services as may be required or requested by the Service Recipient, from time to time, in the conduct of its Business (the “**Consulting Services**”);
  - (d) technical, operational, and maintenance services (the “**Operational Services**” and, together with the Support Services, the Executive Services, and the Consulting Services, the “**Services**”).
- 1.2 Service Provider shall devote such time, personnel and other resources as may be reasonably necessary for the performance of the Services. In particular, and without limitation to the foregoing, Service Provider shall make available to the Service Recipient, as and when requested by the Service Recipient from time to time, acting reasonably, the services of such specific personnel as the Service Recipient may identify from time to time.
- 1.3 Service Provider agrees to provide the Services in a skillful, honest, diligent and professional manner and agrees to observe all applicable laws in the provision of the Services.
- 1.4 The Service Recipient will provide to Service Provider such information, reports and financial statements with regard to the affairs of the Service Recipient and the Business as Service Provider may reasonably request from time to time for the purpose of carrying out its obligations under this Agreement. In connection with such information and reports provided from time to time, Service Provider agrees to keep all such information and reports confidential (unless any disclosure is required pursuant to applicable laws or the order of any governmental authority) and Service Provider agrees to comply with any applicable laws regarding privacy that may apply to such information (as advised to Service Provider by the Service Recipient from time to time).

### ARTICLE 2

#### Remuneration

- 2.1 In consideration of Service Provider performing the Services, the Service Recipient shall pay to Service Provider the fees calculated in accordance with Schedule A (the “**Service Fees**”).
- 2.2 Service Provider shall invoice the Service Recipient on a periodic basis for the amounts payable by the Service Recipient to Service Provider for Services performed hereunder.

### ARTICLE 3

#### Representations and Warranties

- 3.1 Each of Service Provider and the Service Recipient represent and warrant to the other that it has all necessary power, capacity, authority and legal right to execute and deliver this Agreement and to perform and adhere to the provisions of this Agreement and that this Agreement constitutes a binding obligation of such party, enforceable in accordance with its terms.
- 3.2 Service Provider further represents and warrants to the Service Recipient, as follows:
- (a) it is in good standing in all jurisdictions in which it carries on business or proposes to carry on business; and

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- (b) it has sufficient trained staff, facilities and other resources in place and available to enable it to fully perform the Services.
- 3.3 The representations and warranties set out in Section 3.2 are deemed to be repeated and made by Service Provider throughout the term of this Agreement.

### ARTICLE 4

#### Relationship of Parties

- 4.1 As between the Service Recipient and Service Provider, Service Provider shall bear sole and complete responsibility and liability for the employment, conduct and control of the employees, agents, contractors and consultants of Service Provider who are involved in the performance of the Services. The Service Recipient is not, in any respect, the employer of any employees of Service Provider.
- 4.2 Service Provider shall perform the Services as an independent contractor of the Service Recipient. Nothing contained in this Agreement shall be construed as making the Service Recipient or Service Provider partners or joint venturers with each other, or as giving to Service Provider any right to control the Service Recipient's Business or as appointing Service Provider as the agent of the Service Recipient. Unless specifically authorized in writing, no party shall make any representations or enter into or incur any debts or obligations in the name of or on behalf of the other party. For greater certainty, Service Provider is not authorized hereby to act as agent on behalf of the Service Recipient, nor to enter into, amend or waive any provision of, any contract or commitment to which the Service Recipient is a party, or otherwise to bind or obligate the Service Recipient in any way, and Service Provider shall not purport to do so.

### ARTICLE 5

#### Term

- 5.1 This Agreement shall be for an initial term of one (1) year commencing on the date of this Agreement and shall be automatically renewed for sequential one (1) year periods unless terminated by either party upon ninety (90) days advance written notice to the other.
- 5.2 Upon termination of this Agreement, the parties shall remain liable for all of their respective obligations accrued hereunder prior to the date of such termination (including, without limitation, all obligations incurred by the Service Recipient to pay Service Provider for Services performed up to the date of termination).

**ARTICLE 6**

**Assignment**

- 6.1 Other than to an affiliate, this Agreement shall not be assigned by Service Provider or the Service Recipient without the prior written consent of the other.

**ARTICLE 7**

**Miscellaneous**

- 7.1 Any and all amendments to this Agreement shall be null and void unless executed in writing by both parties.
- 7.2 This Agreement shall be governed and construed in accordance with the laws of the State of Utah and the United States applicable therein.
- 7.3 The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed as the waiver of such terms and conditions on any future occasion. No waiver shall be implied by any isolated or repeated action or non-action. To be effective, any waiver must be in writing executed by the party to be bound thereby.
- 7.4 This Agreement may be executed in counterparts (whether in original, facsimile or other electronic form), each of which shall be deemed an original of this Agreement but both of which, when taken together, shall constitute one and the same agreement.
- 7.5 This Agreement and all of the provisions hereof shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement is intended to confer upon any persons other than the parties hereto and their respective successors and permitted assigns, any rights or remedies.
- 7.6 Each party shall execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things, as may be required by law or as may be reasonably required or desirable to carry out the purposes and intent of this Agreement.

*[Signature page follows]*

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**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**Corix Utah City Heating and Cooling LLC**

Per:   
\_\_\_\_\_  
(Authorized Signatory)

**Corix (CA) DE Services Limited Partnership,  
by its general partner, Corix (CA) DE Services GP Inc.**

Per:   
\_\_\_\_\_  
(Authorized Signatory)

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### SCHEDULE A

#### Service Fees

For Service Fees based on Service Provider's internal costs (labor expenses) = Cost of the Services, with 6% markup (pursuant to OECD requirements).

For Service Fees based on Service Provider's external costs (pass-through third-party expenses) = Cost of the Services, without markup.

In this Schedule, "Cost of the Services" means fully loaded costs of performing the Services, including all or an appropriate proportion of: (a) all direct costs (including compensation, bonuses and fringe benefits payable to employees and to subcontractors and all costs of materials and supplies consumed) incurred by Service Provider in connection with the Services; and (b) all indirect costs (including a reasonable portion of occupancy and facilities costs, utilities, supervisory and clerical support, and other overhead, general and administrative costs (including depreciation) reasonably allocable to a particular service or activity) incurred by Service Provider in connection with the Services. For greater certainty, Cost of the Services will be determined in accordance with United States Generally Accepted Accounting Principles ("US GAAP").