



PETERBOROUGH UTILITIES INC.

2245 Keene Road, PO Box 4125, Station Main
Peterborough ON K9J 6Z5

November 1, 2012

Board Secretary
Ontario Energy Board
PO Box 2319
2300 Yonge Street, 27th floor
Toronto ON M4P 1 E4

Dear Ms. Walli:

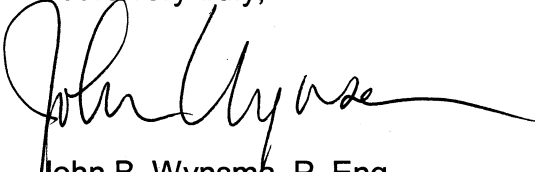
**Trent Energy Inc.
Application for Electricity Generator License
3.9 MW Stan Adamson Hydroelectric Generation Facility
Board File Number EB-2012-0413**

Further to the Board's letter of October 25th, 2012, the following additional information is provided in respect of the above noted application for an electricity generator's license (the 'Application').

1. We hereby confirm that the key individuals list in Section 6 and 15 of the Application are also officers of Trent Energy Inc. ('TEI'). John Wynsma is the President of TEI and Byron Thompson is the Corporate Secretary of TEI.
2. TEI and Trent University executed the Acquisition and Transfer Agreement relating to the acquisition of the subject generation facility on October 12th, 2012. The commercial transaction is scheduled to close within 45 days thereafter, on or before November 26th, 2012. A copy of the cover pages and signatory pages of the Acquisition and Transfer Agreement are provided for the Board's reference.
3. We have spoken with Trent University who acknowledge and agree to submit a letter requesting the Board to cancel electricity generator license EG-2002-0336 with respect to the subject generation facility upon close of the commercial transaction.
4. The Assumption and Acknowledgement Agreement in respect of Hydroelectric Contract Initiative Contract #HCI-0033 will be finalized and executed with the Ontario Power Authority prior to the transaction closing. A copy of the executed Assumption and Acknowledgement Agreement will be provided to the Board within 5 days of its execution.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Yours very truly,

A handwritten signature in black ink, appearing to read "John B. Wynsma", with a long horizontal flourish extending to the right.

John B. Wynsma, P. Eng.

Vice President Generation & Retail Services

Telephone (705) 748-9301 ext 1248

Fax (705) 743-5988

E-mail jwynsma@pui.ca

Attachments:

1. Cover page & signatory page of Acquisition and Transfer Agreement.

ACQUISITION AND TRANSFER AGREEMENT

relative to the

STAN ADAMSON POWERHOUSE REDEVELOPMENT PROJECT

between

TRENT UNIVERSITY

(as Transferor)

and

TRENT ENERGY INC.

(as Transferee)

ACQUISITION AND TRANSFER AGREEMENT

THIS AGREEMENT made this 12th day of October, 2012,

BETWEEN:

TRENT UNIVERSITY

- and -

TRENT ENERGY INC.

WHEREAS, pursuant to a letter agreement dated May 30, 2012, as amended by a letter agreement dated July 5, 2012, Trent University and Peterborough Utilities Inc. agreed that Peterborough Utilities Inc. would, with respect to the Stan Adamson Powerhouse, cause a nominee corporation to: (i) lease the site thereof from Trent University; (ii) lease the existing powerhouse structure on the site thereof from Trent University; (iii) acquire from Trent University, assume carriage of and complete the project for the redevelopment thereof; (iv) assume the contracts and licences of Trent University for such project; (v) be authorized to use all of the rights that Trent University has relative to the operation of such project; (vi) operate the redeveloped facility after such redevelopment is completed; and (vii) upon expiry of the twenty-year term of the lease aforesaid, exchange a fifty per cent ownership of such nominee for all of the residual interests of Trent University in relation to the lands, rights and facilities of the project; and

WHEREAS Trent Energy Inc. is the nominee corporation of Peterborough Utilities Inc. for the purposes aforesaid; and

WHEREAS the parties to this Agreement wish to provide for the completion of the transactions contemplated by the letter agreement aforesaid in the manner hereinafter provided.

NOW THEREFORE, in consideration of the agreements herein expressed and other good and valuable consideration, the receipt and sufficiency of such consideration being acknowledged by each party hereto to the other, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.01 Definitions: In this Agreement, including the recitals hereto and the Schedules, and except as may be otherwise provided herein or as context expressly or by necessary implication requires, the following terms shall have the following meanings:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered on the date first above written by the signature of their proper representatives duly authorized in that regard.

TRENT ENERGY INC.

By: 

John Stephenson,
Chairman of the Board of Directors

*I have the authority to, and do hereby, bind
Transferor.*

Date of execution: October 12, 2012.

Address for Notices:

1867 Ashburnham Drive
P.O. Box 4125, Station Main
Peterborough, Ontario 19J 6Z5

Attention: President

Telefacsimile Number:
(705) 748-4358

E-mail address:
jstephenson@peterboroughutilities.ca

TRENT UNIVERSITY

By: 

Dr. Steven E. Franklin,
President & Vice-Chancellor

By: 

B. Anne Wright,
Chair, Board of Governors

*We have the authority to, and do hereby, bind
Transferor.*

Date of execution: October 12, 2012.

Address for Notices:

1600 West Bank Drive
Peterborough, Ontario K9J 7B8

Telefacsimile Number:
(705) 748-1105

E-mail address:
spillar@trentu.ca

COMMITMENT Re EXECUTION OF INDEMNITY AGREEMENT

By its execution below, in the event of Closing Peterborough Utilities Inc. hereby commits to execute and deliver the Indemnity Agreement.

Dated this 12th day of October, 2012.

PETERBOROUGH UTILITIES INC.

By: 

John Stephenson,

President & Chief Executive Officer

I have the authority to, and do hereby, bind the corporation.

Address for Notices:

1867 Ashburnham Drive

P.O. Box 4125, Station Main

Peterborough, Ontario 19J 6Z5

Attention: President

Telefacsimile Number: (705) 748-4358

E-mail address:

jstephenson@peterboroughutilities.c

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