

Name of Municipality: Town of the Blue Mountains
Formerly Known As: Town of Thornbury, Township of Collingwood,
as at December 31, 1997.
Area Not Served By Networks: The area served by COLLUS Power Corp. described as the former
Town of Thornbury as more particularly set out in Licence No. ED-
2002-0518.

**Networks assets within area
not served by Networks:** Yes

**Customer(s) within area not
served by Networks:** No

Name of Municipality: Municipality of Bluewater
Formerly Known As: Township of Hay, Township of Stanley, Village of Bayfield, Village of
Hensall, Village of Zurich, as at December 31, 2000.
Area Not Served By Networks: The area served by Festival Hydro Inc. described as the former Village
of Hensall, and the former Village of Zurich as more particularly set out
in Licence No. ED-2002-0513.

**Networks assets within area
not served by Networks:** Yes

**Customer(s) within area not
served by Networks:** No

Name of Municipality: Town of Bracebridge
Formerly Known As: Townships of Macaulay, Draper, Monck, Oakely, Town of Bracebridge,
as at December 31, 1970.
Area Not Served By Networks: The area served by Lakeland Power Distribution Ltd. described as the
former Town of Bracebridge, as more particularly set out in Licence
No. ED-2002-0540.

Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	One industrial customer located at 154 Beaumont Drive, Bracebridge, ON.
Name of Municipality:	Town of Bradford-West Gwillimbury
Formerly Known As:	Town of Bradford, Township of West Gwillimbury, as at December 31, 1990.
Area Not Served By Networks:	The area served by PowerStream Inc. as particularly set out in Licence No. ED-2004-0420, previously served by Barrie Hydro Distribution Inc. described as the former Town of Bradford as more particularly set out in Licence No. ED-2002-0534.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
Name of Municipality:	County of Brant (Initially known as City of Brant-on-the-Grand)
Formerly Known As:	County of Brant, Town of Paris, Township of Brantford, Township of Burford, Township of Oakland, Township of Onondaga, Township of South Dumfries, as at December 31, 1998.
Area Not Served By Networks:	The area served by Brant County Power Inc. described as the former Village of Burford, the former Town of Paris, the former Township of Brantford and the former Police Village of St. George (in the former Township of South Dumfries) as more particularly set out in Licence No. ED-2002-0522. The area served by Cambridge and North Dumfries Hydro Inc. as particularly set out in Licence No. ED-2002-0574.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Brock

Formerly Known As: Village of Beaverton, Village of Cannington, Township of Brock,
Township of Thorah, as at December 31, 1973.

Area Not Served By Networks: The area served by Veridian Connections Inc. described as the former
Villages of Beaverton and Cannington and the former Police Village of
Sunderland (in the former Township of Brock) as more particularly set
out in Licence No. ED-2002-0503.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Municipality of Brockton

Formerly Known As: Township of Greenock, Township of Brant, Town of Walkerton, as at
December 31, 1998.

Area Not Served By Networks: The area served by Westario Power Inc. described as the former Town
of Walkerton and the portion of the former Police Village of Elmwood
(in the former Township of Brant) as more particularly set out in
Licence No. ED-2002-0515.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality:	Township of Brooke-Alvinston
Formerly Known As:	Township of Brooke, Village of Alvinston
Area Not Served By Networks:	The area served by Bluewater Power Distribution Corp. described as the former Village of Alvinston as more particularly set out in Licence No. ED-2002-0517.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	Municipality of Central Elgin
Formerly Known As:	Township of Yarmouth, Village of Belmont, Village of Port Stanley, as at December 31, 1997.
Area Not Served By Networks:	The area served by Erie Thames Powerlines Corporation described as the former Villages of Belmont and Port Stanley as more particularly set out in Licence No. ED-2002-0516.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	Municipality of Central Huron
Formerly Known As:	Township of Goderich, Township of Hullett, Town of Clinton, as at December 31, 2000.
Area Not Served By Networks:	The area served by Clinton Power Corporation described as the former Town of Clinton as more particularly set out in Licence No. ED-2002-0496..

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Centre Wellington

Formerly Known As: Town of Fergus, Village of Elora, Township of West Garafraxa,
Township of Nichol, Township of Pilkington, as at December 31, 1998.

Area Not Served By Networks: The area served by Centre Wellington Hydro Ltd. described as the
former Town of Fergus and the former Village of Elora as more
particularly set out in Licence No. ED-2002-0498.

Networks Assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Municipality of Chatham-Kent

Formerly Known As: City of Chatham, County of Kent, Town of Blenheim, Town of Bothwell,
Town of Dresden, Town of Ridgetown, Town of Tilbury, Town of
Wallaceburg, Village of Erie Beach, Village of Eriean, Village of
Highgate, Village of Thamesville, Village of Wheatley, Township of
Camden, Township of Chatham, Township of Dover, Township of
Harwich, Township of Howard, Township of Orford, Township of
Raleigh, Township of Rodney, Township of Tilbury East, Township of
Zone, as at December 31, 1997.

Area Not Served By Networks: The area served by Chatham-Kent Hydro Inc. described as the former
City of Chatham, former Police Village of Merlin (straddling the former
townships of Raleigh and Tilbury East), former Village of Eriean,
former Village of Thamesville, former Town of Bothwell, former Village
of Wheatley, former Town of Dresden, former Town of Blenheim,

former Town of Tilbury, former Town of Ridgetown, and the former Town of Wallaceburg as more particularly set out in Licence No. ED-2002-0563.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Municipality of Clarington

Formerly Known As: Town of Bowmanville, Village of Newcastle, Township of Clarke,
Township of Darlington, as at December 31, 1973.

Area Not Served By Networks: The area served by Veridian Connections Inc. described as the former Town of Bowmanville, the former Police Village of Orono (in the former Township of Clarke), the former Town of Newcastle as more particularly set out in Licence No. ED-2002-0503

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: One Industrial customer located at 410 Waverley Road, Bowmanville
ON.

Name of Municipality: Township of Clearview

Formerly Known As: Town of Stayner, Village of Creemore, Township of Nottawasaga,
Township of Sunnidale, as at December 31, 1993.

Area Not Served By Networks: The area served by COLLUS Power Corp. described as the former Town of Stayner and the former Village of Creemore as more particularly set out in Licence No. ED-2002-0518.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Town of Cochrane

Formerly Known As: Town of Cochrane, Township of Glackmeyer, Unorganized Twp. of
Lamarche, as at December 31, 1999.

Area Not Served By Networks: The area served by Northern Ontario Wires Inc. described as the
former Town of Cochrane as more particularly set out in Licence No.
ED-2002-0018

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Cramahe

Formerly Known As: Village of Colborne, Township of Cramahe, as at December 31, 2000.

Area Not Served By Networks: The area served by Lakefront Utilities Inc. described as the former
Village of Colborne as more particularly set out in Licence No. ED-
2002-0545.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality:	Municipality of Dutton/Dunwich
Formerly Known As:	Township of Dunwich, Village of Dutton, as at December 31, 1997.
Area Not Served By Networks:	The area served by Dutton Hydro Limited described as the former Village of Dutton as more particularly set out in Licence No. ED-2003-0025.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	Town of East Gwillimbury as at March 31, 1999.
Formerly Known As:	Same
Area Not Served By Networks:	The area served by Newmarket-Tay Power Distribution Ltd. as particularly set out in Licence No. ED- 2007-0624.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	Township of East Luther Grand Valley
Formerly Known As:	Township of East Luther, Village of Grand Valley, as at December 31, 1994.
Area Not Served By Networks:	The area served by Orangeville Hydro Limited described as the former Village of Grand Valley as more particularly set out in Licence No. ED-2002-0500.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: The Township of East Zorra-Tavistock

Formerly Known As: Township of East Zorra, Town of Tavistock, as at December 31, 1997.

Area Not Served By Networks: The area served by Erie Thames Powerlines Corp. described as the former Town of Tavistock as more particularly set out in Licence No. ED-2002-0516.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Edwardsburgh/Cardinal

Formerly Known As: Village of Cardinal, Township of Edwardsburgh, as at December 31, 2000.

Area Not Served By Networks: The area served by Rideau St. Lawrence Distribution Inc. described as the former Village of Cardinal as more particularly set out in Licence No. ED-2003-0003.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Essa as at March 31, 1999.

Formerly Known As: Same

Area Not Served By Networks:	The area served by Barrie Hydro Distribution Inc. described as the former Police Village of Thorton as more particularly set out in Licence No. ED-2002-0534.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
Name of Municipality:	Town of Essex
Formerly Known As:	Town of Essex, Town of Harrow, Township of North Colchester, Township of South Colchester, as at December 31, 1998.
Area Not Served By Networks:	The area served by E.L.K. Energy Inc. described as the former Town of Essex and the former Town of Harrow as more particularly set out in Licence No. ED-2003-0015.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
Name of Municipality:	Town of Gravenhurst
Formerly Known As:	Formerly the Township of Morrison, the United Townships of Medora and Wood, the Township of Muskoka, the Township of Ryde, the Town of Gravenhurst, as at December 31, 1970.
Area Not Served By Networks:	The area served by Veridian Connections Inc. described as the former urban boundary of the Town of Gravenhurst as more particularly set out in Licence No. ED-2002-0503.
Networks assets within area not served by Networks:	Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

City of Greater Sudbury

Formerly Known As:

Region of Sudbury, City of Sudbury, City of Valley East, Town of
Capreol, Town of Nickel Centre, Town of Onaping Falls, Town of
Rayside-Balfour, Town of Walden, as at December 31, 2000.

Area Not Served By Networks:

The area served by Greater Sudbury Hydro Inc. described as the
former City of Sudbury, the former townsite of the former Town of
Capreol, and the former Town of Conniston (part of former Town of
Nickel Centre) as more particularly set out in Licence No. ED-2002-
0559.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Township of Guelph/Eramosa

Formerly Known As:

Township of Guelph, Township of Eramosa, as at December 31, 1998.

Area Not Served By Networks:

The area served by Guelph Hydro Electric Systems Inc. as more
particularly set out in Licence No. ED-2002-0565.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:	City of Hamilton
Formerly Known As:	Region of Hamilton-Wentworth, City of Hamilton, City of Stoney Creek, Town of Ancaster, Town of Dundas, Town of Flamborough, Township of Glanbrook, as at December 31, 2000.
Area Not Served By Networks:	The area served by Horizon Utilities Corp. described as the former City of Hamilton, the former Police Village of Ancaster, former Town of Dundas, the former Police Village of Lynden (straddling the former Town of Flamborough and Town of Ancaster), the former Village of Waterdown, and the former City of Stoney Creek as more particularly set out in Licence No. ED-2006-0031.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	Town of Hawkesbury as at March 31, 1999.
Formerly Known As:	Same
Area Not Served By Networks:	The area served by Hydro Hawkesbury Inc. described as the Town of Hawkesbury prior to annexation or amalgamation pursuant to the Minister's Order or Restructuring Act as more particularly set out in Licence No. ED-2003-0027.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No

Name of Municipality:	Town of Huntsville
Formerly Known As:	Township of Brunel, Village of Port Sydney, Town of Chaffey, Township of Stephenson, Township of of Stisted, Town of Huntsville, as at December 31, 1970.
Area Not Served By Networks:	The area served by Lakeland Power Distribution Ltd. described as the former Town of Huntsville as more particularly set out in Licence No. ED-2002-0540.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	One Industrial customer located at 61 Domtar Road, Huntsville ON.
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Name of Municipality:	Municipality of Huron East
Formerly Known As:	Village of Brussels, Township of Grey, Township of McKillop, Town of Seaforth, Township of Tuckersmith, as at December 31, 2000.
Area Not Served By Networks:	The area served by Festival Hydro Inc. described as the former Village of Brussels and the former Town of Seaforth as more particularly set out in Licence No. ED-2002-0513.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	Township of Huron-Kinloss
Formerly Known As:	Township of Huron (former Police Village of Ripley amalgamated with twp in 1995), Township of Kinloss, Village of Lucknow, as at December 31, 1998.
Area Not Served By Networks:	The area served by Westario Power Inc. described as the former

Police Village of Ripley (in the former Township of Huron) and the former Village of Lucknow as more particularly set out in Licence No. ED-2002-0515.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Municipality of Huron Shores

Formerly Known As: Township of Day & Bright Add'l, Township of Thessalon, Township of Thompson, Village of Iron Bridge, as at December 31, 1998.

Area Not Served By Networks: The area served by Great Lakes Power Limited described as part of the former Township of Thessalon or as more particularly set out in Licence No. ED-1999-0227

Networks assets within area
not served by Networks: No

Customer(s) within area not
served by Networks: No

Name of Municipality: Town of Ingersoll

Formerly Known As: Same

Area Not Served By Networks: The area served by Erie Thames Powerlines Corporation described as the Town of Ingersoll as more particularly set out in Licence No. ED-2002-0516.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Town of Iroquois Falls as at March 31, 1999.

Formerly Known As:

Same

Area Not Served By Networks:

The area served by Northern Ontario Wires Inc. described as the Town of Iroquois Falls as more particularly set out in Licence No. ED-2002-0018.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

City of Kenora

Formerly Known As:

Town of Kenora, Town of Keewatin, Town of Jaffray Melick, as at December 31, 1999.

Area Not Served By Networks:

The area served by Kenora Hydro Electric Corporation Ltd. described as the former Town of Kenora and part of the former Town of Keewatin as more particularly set out in Licence No. ED-2003-0030.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Township of Killaloe, Hagarty and Richards

Formerly Known As:

Township of Hagarty and Richards, Village of Killaloe, as at June 30, 1999

Area Not Served By Networks: The area served by Ottawa River Power Corp. described as the former Village of Killaloe as more particularly set out in Licence No. ED-2002-0033.

Networks assets within area not served by Networks: Yes

Customer(s) within area not served by Networks: No

Name of Municipality: Municipality of Kincardine

Formerly Known As: Town of Kincardine, Township of Bruce (Village of Tiverton, Township of Bruce amalgamation), Township of Kincardine, as at December 31, 1998.

Area Not Served By Networks: The area served by Westario Power Inc. described as the former Town of Kincardine as more particularly set out in Licence No. ED-2002-0515.

Networks assets within area not served by Networks: Yes

Customer(s) within area not served by Networks: No

Name of Municipality: Township of King as at March 31, 1999

Formerly Known As: Same

Area Not Served By Networks: The area served by PowerStream Inc. as more particularly set out in Licence No. ED-2004-0420.

The area served by Newmarket-Tay Power Distribution Ltd. as more particularly set out in Licence No. ED-2007-0624.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
Served by Networks: No

Name of Municipality: City of Kingston

Formerly Known As: City of Kingston, Township of Kingston, Township of Pittsburgh, as at
December 31, December 31, 1997.

Area Not Served By Networks: The area served by Kingston Electricity Distribution Ltd. described as
the former City of Kingston, the former Township of Kingston, and part
of the former Township of Pittsburgh as more particularly set out in
Licence No. ED-2003-0057.

The area served by Canadian Niagara Power Inc. described as part of
the former Township of Pittsburgh as more particularly set out in
Licence No. ED-2002-0572.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Town of Kingsville

Formerly Known As: Town of Kingsville, Township of Gosfield North, Township of Gosfield
South, as at December 31, 1997.

Area Not Served By Networks: The area served by E.L.K. Energy Inc. described as the former Town
of Kingsville and the former Police Village of Cottam (in the former
Township of Gosfield North), including Part Lot 269 Part 1 12R-23403,
Part Lot 268 Part 1 12R-23674 and Part Lot 269RP 12R-1331 Parts 4

and 5 located at 168 Belle River Road North, as more particularly set out in Licence No. ED-2003-0015.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Town of Lakeshore

Formerly Known As:

Township of Lakeshore, (Jan 1998: Town of Belle River, Township of Maidstone amalgamated into Lakeshore Township), Township of Rochester, Township of Tillbury North, Township of Tillbury West, as at December 31, 1998.

Area Not Served By Networks:

The area served by E.L.K. Energy Inc. described as the former Police Village of Comber (in the former Township of Tillbury West) and the former Town of Belle River as more particularly set out in Licence No. ED-2003-0015.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Municipality of Leamington

Formerly Known As:

Town of Leamington, Township of Mersea, as at December 31, 1998.

Area Not Served By Networks:

The area served by Essex Powerlines Corporation described as the former Town of Leamington as more particularly set out in Licence No. ED-2002-0499.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Township of Leeds and the Thousand Islands

Formerly Known As:

Township of Front of Leeds and Lansdowne, Township of Rear of
Leeds and Lansdowne.

Area Not Served By Networks:

Township of Front of Escott, as at December 31, 2000.

The area served by Canadian Niagara Power Inc. described as part of
the former Township of the Front of Leeds and Lansdowne as more
particularly set out in Licence No. ED-2002-0572.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Municipality of Magnetawan

Formerly Known As:

Township of Chapman, Village of Magnetawan, Unorganized Township
of Croft, as at December 31, 1997.

Area Not Served By Networks:

The area served by Lakeland Power Distribution Ltd. described as the
former Village of Magnetawan as more particularly set out in Licence
No. ED-2002-0540.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:	Town of Minto
Formerly Known As:	Township of Minto, Town of Palmerston, Town of Harriston, Village of Clifford, as at December 31, 1998.
Area Not Served By Networks:	The area served by Westario Power Inc. described as the former Town of Harriston, the former Town of Palmerston, and the former Village of Clifford as more particularly set out in Licence No. ED-2002-0515.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	The Corporation of the Town of Mississippi Mills
Formerly Known As:	Town of Almonte, Township of Pakenham, Township of Ramsay, as at December 31, 1998.
Area Not Served By Networks:	The area served by Ottawa River Power Corp. described as the former Town of Almonte as more particularly set out in Licence No. ED-2003-0033.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	Town of New Tecumseth
Formerly Known As:	Town of Alliston, the Village of Beeton, the Village of Tottenham and the portion of the Township of Tecumseth, as at December 31, 1991.
Area Not Served By Networks:	The area served by PowerStream Inc. described as the former Town of Alliston, the former Village of Beeton and the former Village of

Tottenham (all in the former Township of Tecumseth) as more particularly set out in Licence No. ED-2004-0420.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

One Industrial customer located in the former Town of Alliston.

Name of Municipality:

The Corporation of Norfolk County

Formerly Known As:

Township of Norfolk, Township of Delhi, Town of Simcoe, City of Nanticoke (westerly 'half' only), as at December 31, 2000.

Area Not Served By Networks:

The area served by Norfolk Power Distribution Inc. described as the former Town of Delhi (in the former Township of Delhi), the westerly half of the former City of Nanticoke, the former Village of Port Rowan (in former Township of Norfolk), and the former Town of Simcoe as more particularly set out in Licence No. ED-2002-0521.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

One Industrial customer located at Lake Erie and Regional Rd.. 3, Nanticoke, ON.

Name of Municipality:

Township of North Huron

Formerly Known As:

Town of Wingham, Village of Blyth, Township of East Wawanosh, as at December 31, 2000.

Area Not Served By Networks:

The area served by Westario Power Inc. described as the former Town of Wingham as more particularly set out in Licence No. ED-2002-0515.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

Two Industrial customers located at 40621 Amberly Rd., and 200
Water Street Wingham, ON.

Name of Municipality:

Municipality of North Middlesex

Formerly Known As:

Township of McGillivray, Township of East Williams, Township of West
Williams, Town of Parkhill, Village of Ailsa Craig, as at December 31,
2000.

Area Not Served By Networks:

The area served by Middlesex Power Distribution Corp. described as
the former Town of Parkhill as more particularly set out in Licence No.
ED-2003-0059.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

The Township of Norwich as at March 31, 1999.

Formerly Known As:

Township of North Norwich, Township of South Norwich, Township of
East Oxford, Village of Norwich, Village of Burgessville, and Police
Village of Otterville, as at

Area Not Served By Networks:

The area served by Erie Thames Powerlines Corp. described as the
former Village of Norwich, the former Village of Burgessville, and the
former Police Village of Otterville as more particularly set out in
Licence No. ED-2002-0516.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:	City of Ottawa
Formerly Known As:	Region of Ottawa-Carleton, City of Gloucester, City of Kanata, City of Nepean, City of Ottawa, City of Vanier, Township of Cumberland, Township of Goulbourn, Township of Osgoode, Township of Rideau, Township of West Carleton, Village of Rockcliffe Park, as at December 31, 2000.
Area Not Served By Networks:	The area served by Hydro Ottawa Limited described as the former City of Gloucester, the former City of Kanata, the former City of Nepean, the former City of Ottawa, the former City of Vanier, the former Township of Goulbourn, the former Village of Rockcliffe Park, and the portion of the former Township of Rideau on Long Island, North of Bridge Street, as more particularly set out in Licence No. ED-2002-0556.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No.
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Name of Municipality:	Town of Pelham
Formerly Known As:	Township of Pelham, Village of Fonthill, as at December 31, 1969.
Area Not Served By Networks:	The area served by Niagara Peninsula Energy Inc. described as the former Village of Fonthill as more particularly set out in Licence No. ED-2002-0555.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No

Name of Municipality:	Township of Perth East
Formerly Known As:	Township of Mornington, Township of Ellice, Township of North Easthope, Township of South Easthope, Village of Milverton, as at December 31, 1997.
Area Not Served By Networks:	The area served by Festival Hydro Inc. as more particularly set out in Licence No. ED-2002-0513.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	City of Peterborough as at March 31, 1999.
Formerly Known As:	Same
Area Not Served By Networks:	The area served by Peterborough Distribution Inc. described as the City of Peterborough as more particularly set out in Licence No. ED-2002-0504.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
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Name of Municipality:	Municipality of Port Hope
Formerly Known As:	Town of Port Hope, Township of Hope (initially restructured as Municipality of Port Hope and Hope), as at December 31, 2000.
Area Not Served By Networks:	The area served by Veridian Connections Inc. described as the former Town of Port Hope as more particularly set out in Licence No. ED-

2002-0503.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Puslinch as at March 31, 1999

Formerly Known As: Same

Area Not Served By Networks: The area served by Guelph Hydro Electric Systems Inc. as more particularly set out in Licence No. ED-2002-0565.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Municipality of Red Lake

Formerly Known As: Township of Red Lake, Township of Golden, as at June 30, 1997.

Area Not Served By Networks: The area served by Gold Corp Inc. described as part of the former Improvement District of Balmertown.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Russell as at March 31, 1999.

Formerly Known As: Same

Area Not Served By Networks: The area served by Cooperative Hydro Embrun Inc. described as the

former Police Village of Embrum as more particularly set out in Licence No. ED-2002-0493.

Networks assets within area
not served by Networks:

No

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Township of Sables-Spanish Rivers

Formerly Known As:

Town of Massey, Town of Webbwood, Township of the Spanish River,
as at June 30, 1997.

Area Not Served By Networks:

The area served by Espanola Regional Hydro Distribution Corp.
described as the former Town of Massey and the former Town of
Webbwood as more particularly set out in Licence No. ED-2002-0502.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Town of Saugeen Shores

Formerly Known As:

Township of Saugeen, Town of Southampton, Town of Port Elgin, as at
December 31, 1998.

Area Not Served By Networks:

The area served by Westario Power Inc. described as the former Town
of Southampton and the former Town of Port Elgin as more
particularly set out in Licence No. ED-2002-0515.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not

served by Networks:	No
Name of Municipality:	City of St. Thomas as at March 31, 1999.
Formerly Known As:	Same
Area Not Served By Networks:	The area served by St. Thomas Energy Inc. described as the City of St. Thomas as more particularly set out in Licence No. ED-2002-0523.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	One Industrial customer located at 1 Cosma Court
Name of Municipality:	Township of Scugog
Formerly Known As:	Township of Scugog, Township of Cartwright, Township of Reach, Village of Port Perry, as at December 31, 1973.
Area Not Served By Networks:	The area served by Veridian Connections Inc. described as the former Village of Port Perry as more particularly set out in Licence No. ED-2002-0503.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
Name of Municipality:	Municipality of Sioux Lookout
Formerly Known As:	Town of Sioux Lookout, as at December 31, 1997
Area Not Served By Networks:	The area served by Sioux Lookout Hydro Inc. described as the Municipality of Sioux Lookout as more particularly set out in Licence No. ED-2002-0514.
Networks assets within area	

not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Smith-Ennismore-Lakefield

Formerly Known As: Village of Lakefield, Township of Smith-Ennismore (formerly Township of Smith and Township of Ennismore), as at December 31, 2000.

Area Not Served By Networks: The area served by Peterborough Distribution Inc. described as the former Village of Lakefield as more particularly set out in Licence No. ED-2002-0504.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Municipality of South Bruce

Formerly Known As: Township of Mildmay-Carrick, Township of Teeswater-Culross, (Jan 1998: Village of Teeswater, Township of Culross amalgamated into the Township of Teeswater-Culross. Village of Mildmay, Township of Carrick amalgamated into the Township of Mildmay-Carrick), as at December 31, 1997.

Area Not Served By Networks: The area served by Westario Power Inc. described as the former Village of Mildmay and the former Village of Teeswater as more particularly set out in Licence No. ED-2002-0515.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality:	Township of South Dundas
Formerly Known As:	Township of Matilda, Township of Williamsburg, Village of Iroquois, Village of Morrisburg, as at December 31, 1997.
Area Not Served By Networks:	The area served by Rideau St. Lawrence Distribution Inc. described as the former Police Village of Williamsburg, the former Village of Morrisburg, and the former Village of Iroquois as more particularly set out in Licence No. ED-2003-0003.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
Name of Municipality:	Township of South Glengarry
Formerly Known As:	Township of Charlottenburgh, Township of Lancaster, Village of Lancaster, Police Village of Martintown, as at December 31, 1997.
Area Not Served By Networks:	The area served by the Cornwall Street Railway Light and Power Company Limited described as part of the former Township of Charlottenburgh as more particularly set out in Licence No. ED-2004-0405.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	Three Solar PV generator customers located at: <ol style="list-style-type: none">1. Part of Lots 5 & 6, Concession 52. Part of Lots 15 & 16, Concession 5 & 63. Lot 41, 41A, Plan 107 except Part 20 and 20A on 14R299, s/t IL 3007, TCH 4416 and Plan 107 – Pt Lot 40 as in AR 1461, Except Pt 1 & 2, 14R2143 S/T TCH 4357
Name of Municipality:	Municipality of South Huron
Formerly Known As:	Township of Stephen, Township of Osborne, Town of Exeter, as at

December 31, 2000.

Area Not Served By Networks: The area served by Festival Hydro Inc. described as the former Police Village of Dashwood as more particularly set out in Licence No. ED-2002-0513.

Networks assets within area not served by Networks: Yes

Customer(s) within area not served by Networks: No

Name of Municipality: Township of South Stormont

Formerly Known As: Township of Osnabruck, Township of Cornwall, as at December 31, 1997

Area Not Served By Networks: The area served by Cornwall Street Railway Light and Power Company Limited described as part of the former Township of Cornwall and part of the former Township of Osnabruck as more particularly set out in Licence No. ED-2004-0405.

Networks assets within area not served by Networks: Yes

Customer(s) within area not served by Networks: No

Name of Municipality: Township of Southgate

Formerly Known As: Village of Dundalk, Township of Egremont, Township of Proton, Police Village of Holstein, as at December 31, 1999.

Area Not Served By Networks: The area served by Wellington North Power Inc. described as the former Police Village of Holstein as more particularly set out in Licence No. ED-2002-0511.

Networks assets within area not served by Networks: Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

The Township of South-West Oxford

Formerly Known As:

Township of West Oxford, Township of Dereham, Village of Beachville,
as at December 31, 1974.

Area Not Served By Networks:

The area served by Erie Thames Powerlines Corp. described as the
former Village of Beachville as more particularly set out in Licence No.
ED-2002-0516.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

City of Stratford

Formerly Known As:

Same

Area Not Served By Networks:

The area served by Festival Hydro Inc. as more particularly set out in
Licence No ED-2002-0513.

Networks assets within area
not served by Networks:

No

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Township of Strathroy-Caradoc

Formerly Known As:

Town of Strathroy, Township of Caradoc, as at December 31, 2000.

Area Not Served By Networks:

The area served by Middlesex Power Distribution Corp. described as
the former Police Village of Mount Brydges (in the former Township of
Caradoc) and the former Town of Strathroy as more particularly set out
in Licence No. ED-2003-0059.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Tay
Formerly Known As: Village of Port McNicoll, Village of Victoria Harbour, the Township of
Medonte, Township of Tay, Township of Tiny, Township of Flos, Police
Village of Waubesaushene, as at December 31, 1996.
Area Not Served By Networks: The area served by Newmarket-Tay Power Distribution Ltd. as more
particularly set out in Licence No. ED-2007-0624.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Town of Tecumseh
Formerly Known As: Town of Tecumseh, Village of St. Clair Beach, Township of Sandwich
South, as at December 31, 1998.
Area Not Served By Networks: The area served by Essex Powerlines Corporation described as the
former Town of Tecumseh and the former Village of St. Clair Beach as
more particularly set out in Licence No. ED-2002-0499.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Uxbridge
Formerly Known As: Town of Uxbridge, Township of Scott, Township of Uxbridge, as at December 31, 1973.
Area Not Served By Networks: The area served by Veridian Connections Inc. described as the former Town of Uxbridge as more particularly set out in Licence No. ED-2002-0503.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Warwick
Formerly Known As: Village of Watford, Township of Warwick, as at December 31, 1997.
Area Not Served By Networks: The area served by Bluewater Power Distribution Corp. described as the former Village of Watford as more particularly set out in Licence No. ED-2002-0517.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Wellington North
Formerly Known As: Town of Mount Forest, Village of Arthur, Township of Arthur, Township of West Luther, as at December 31, 1998.

Area Not Served By Networks: The area served by Wellington North Power Inc. described as the former Village of Arthur and the former Town of Mount Forest as more particularly set out in Licence No. ED-2002-0511.

Networks assets within area
not served by Networks:

No

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Township of West Grey

Formerly Known As:

Township of West Grey, Town of Durham (Jan 2000 Township Bentinck, Township of Glenelg, Town Normanby, Village of Neustadt amalgamated into the Township of West Grey), as at December 31, 1999.

Area Not Served By Networks:

The area served by Westario Power Inc. described as the former Village of Neustadt and a portion of the former Police Village of Elmwood (in the former Township of Bentinck) as more particularly set out in Licence No. ED-2002-0515.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality:

Municipality of West Nipissing

Formerly Known As:

Town of Cache Bay, Town of Sturgeon Falls, Township of Caldwell, Township of Field, Township of Springer, as at December 31, 1998.

Area Not Served By Networks:

The area served by West Nipissing Energy Services Ltd. described as the former Town of Cache Bay and the former Town of Sturgeon Falls as more particularly set out in Licence No. ED-2002-0562.

Networks assets within area
not served by Networks:

Yes

Customer(s) within area not
served by Networks:

No

Name of Municipality: Municipality of West Perth

Formerly Known As: Township of Logan, Township of Fullarton, Township of Hibbert, Town of Mitchell, Police Village of Dublin, as at December 31, 1997.

Area Not Served By Networks: The area served by West Perth Power Inc. described as the former Town of Mitchell and the former Police Village of Dublin as more particularly set out in Licence No. ED-2002-0508.

Networks assets within area not served by Networks: Yes

Customer(s) within area not served by Networks: No

Name of Municipality: Town of Whitby

Formerly Known As: Same

Area Not Served By Networks: The area served by Whitby Hydro Electric Corporation and the area served by Veridian Connections Inc. as more particularly set out in Licence No. ED-2002-0571.

Name of Municipality: Township of Whitewater Region

Formerly Known As: Township of Ross, Township of Westmeath, Village of Beachburg, Village of Cobden, as at December 31, 2000.

Area Not Served By Networks: The area served by Ottawa River Power Corp. described as the former Village of Beachburg as more particularly set out in Licence No. ED-2003-0033.

Networks assets within area not served by Networks: Yes

Customer(s) within area not served by Networks: No

Name of Municipality: City of Woodstock as at March 31, 1999.

Formerly Known As: Same

Area Not Served By Networks: The area served by Woodstock Hydro Services Inc. described as the City of Woodstock as more particularly set out in Licence No. ED-

2003-0011, including the Boot Hill Development located on part of lots 3, 7, 8, 11, 12, 13 and registered plan 86 and 501, and three customers on Mill Street with civic address numbers 388, 390 and 410.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: Township of Zorra

Formerly Known As: Township of West Zorra, Township of East Nissouri, Township of North Oxford, Village of Embro, Village of Thamesford, as at December 31, 1997.

Area Not Served By Networks: The area served by Erie Thames Powerlines Corp. described as the former Village of Embro and the former Village of Thamesford as more particularly set out in Licence No. ED-2002-0516.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

Name of Municipality: The Town of Penetanguishene as at March 31, 1999

Formerly Known As: Same

Area Not Served By Networks: The area served by Barrie Hydro Distribution Inc. described as part of the Town of Penetanguishene as more particularly set out in Licence No. ED-2002-0534.

Networks assets within area
not served by Networks: Yes

Customer(s) within area not
served by Networks: No

APPENDIX B

TAB 5 CONSUMERS EMBEDDED WITHIN ANOTHER DISTRIBUTOR BUT SERVED BY THE
LICENSEE

(Note also that each municipality noted in Tab 5 is a municipality served almost entirely by another distributor but in which the Licensee serves one or more consumers.)

Name of Municipality:	City of Cornwall
Assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	The customers located at 501 Wallrich Avenue.

Name of Municipality:	County of Haldimand
Assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	One customer located in Caledonia, Ont.

Name of Municipality:	City of Niagara Falls
Assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	Three customers located at 8001 Daly Street, 7780 Stanley Ave, 6225 Progress Street

Name of Municipality:	City of St. Thomas
Assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	One industrial customer located at 1 Cosma Court.



EB-2011-0209

IN THE MATTER OF the *Ontario Energy Board Act*,
1998, S.O. 1998, c. 15, Schedule B;

AND IN THE MATTER OF an application by Trout
Creek Wind Power Inc. pursuant to section 74(1)(b)
of the *Ontario Energy Board Act*, 1998 to amend
Hydro One Networks Inc.'s Electricity Distribution
Licence ED-2003-0043 to exempt Hydro One from
sections 6.2.4.1(e)(i) and 6.2.18(a) of the
Distribution System Code with respect to Trout
Creek Wind Farm (Hydro One Connection No.
12,780).

BEFORE: Paul Sommerville
Presiding Member

Cynthia Chaplin
Vice-Chair

DECISION AND ORDER

BACKGROUND

On May 25, 2011, Trout Creek Wind Power Inc. ("Trout Creek" or the "Applicant") filed an application with the Ontario Energy Board (the "Board") under section 74(1)(b) of the *Ontario Energy Board Act*, 1998 (the "Act") to amend the distribution licence of Hydro One Networks Inc. ("Hydro One") to exempt Hydro One from sections 6.2.4.1(e)(i) and 6.2.18(a) of the Distribution System Code (the "DSC") with respect to the Trout Creek Wind Farm (Hydro One Connection No. 12,780) (altogether, the "Project") and to substitute a special rule for the Project.

Trout Creek also requested that the Board render an interim decision and order by May 26, 2011 prohibiting Hydro One from taking any steps to remove the capacity allocated to the Project and setting a date by which Hydro One must execute the Connection Cost Agreement in relation to the Project with Trout Creek and an amount to be paid on that date.

On May 26, 2011, the Board issued an Interim Decision and Order (the "Interim Decision and Order") exempting Hydro One from the requirements of sections 6.2.4.1(e)(i) and 6.2.18(a) of the DSC in relation to the Project until the Board's final disposition of proceeding EB-2011-0209.

The Board also ordered that "upon execution of the Connection Cost Agreement, Hydro One will collect \$200,000 from Trout Creek. The execution of the Connection Cost Agreement will occur within thirty days from the date of this Interim Decision and Order."

On June 7, 2011, the Board issued a Notice of Application and Written Hearing and Procedural Order No. 1 (the "Notice") in which, among other things, provision was made for interrogatories and submissions on Trout Creek's application. Hydro One and the Ontario Power Authority (the "OPA") requested and were granted intervenor status in this proceeding.

Pursuant to the Notice, Board staff and Hydro One filed interrogatories and the Applicant filed responses to the interrogatories. The Applicant filed its argument-in-chief on August 2, 2011. Submissions were not received from any other parties to the proceeding.

THE APPLICATION AND TROUT CREEK'S POSITION

Trout Creek requested that the Board amend Schedule 3 of Hydro One's distribution licence to exempt Hydro One from sections 6.2.4.1(e)(i) and 6.2.18(a) of the DSC. Trout Creek also requested that the Board implement a different rule for the Project ("Trout Creek's Proposed Rules"). Trout Creek's Proposed Rules are attached to this Decision and Order as Appendix A.

Section 6.2.4.1(e)(i) of the DSC states that a distributor's capacity allocation process must include a requirement that a generator have its capacity allocation removed if the generator does not sign a connection cost agreement with the distributor within 6

months of the date on which the generator received a capacity allocation. Section 6.2.18(a) of the DSC states that the connection cost agreement must include a requirement that the generator pay a connection cost deposit ("CCD") equal to 100% of the total estimated allocated cost of connection at the time the connection cost agreement is executed.

Trout Creek entered into a Feed-In Tariff contract with the OPA with respect to the Project (the "FIT Contract") on April 30, 2010, with a Milestone Date for Commercial Operation ("MDCO") of April 30, 2013. The MDCO was subsequently extended by the OPA to October 27, 2014. The Project is located on lands controlled by the Government of Ontario and subject to the Ministry of Natural Resources' site release process for windpower projects.

Based on the evidence, the CCD to be paid by the Applicant to Hydro One is \$3,402,574.64. According to the Applicant, that amount is more than 10% of the overall capital investment in the Project. Trout Creek stated that it relies on outside sources of financing for its projects and that the lenders require certain milestones to be achieved prior to advancing funds. The Applicant further stated that those milestones have not been achieved as the Applicant has not been able to complete necessary studies and permits for the Project due to significant delays relating to the Ministry of Natural Resources' site release procedure. The Applicant submitted that because of these delays, which are beyond the Applicant's control, Trout Creek cannot obtain funding at this time to make the full CCD payment as required by the provisions of the DSC.

Trout Creek further submitted that the timing required by the DSC results in the developer being required to make the CCD much earlier in the development cycle than other projects that do not have to follow the Ministry of Natural Resources' site release procedure and prior to lenders having sufficient comfort to advance funds for a project. The Applicant stated that the requirement to pay the full CCD more than 3 years prior to the revised MDCO and prior to completing necessary testing and permitting would be fatal to the Project.

It is the Applicant's position that Trout Creek's Proposed Rules:

- (a) ensure that Trout Creek pays its fair costs at a reasonable point in the development of the Project;

- (b) ensure that the Project will not unduly hold capacity allocations where the project is not progressing through to completion; and
- (c) ensure that Hydro One is not put at risk, either from a timing or a financial perspective.

Trout Creek submits that its proposed exemption is in the public interest and that the regulatory regime should not punish developers for events beyond their control.

BOARD FINDINGS

After considering the evidence and the Applicant's submission, the Board is persuaded that granting the relief sought by the Applicant is in the public interest.

As the Board stated in its Decision in EB-2011-0067, the objective of the subject DSC provisions is "to eliminate projects that are not being pursued aggressively or reasonably by the proponents" and that "proponents who do not aggressively pursue commercialization of their projects should be removed from the process".

It is the Board's view that Trout Creek's proposed exemption does not compromise this objective. The evidence demonstrates that Trout Creek is reasonably pursuing the Project and that the delays in the development of the Project were largely beyond Trout Creek's control.

Trout Creek is not seeking relief from paying the CCD. It is seeking to align the payment obligations with the regulatory achievements and development of the Project. Trout Creek has shown a financial commitment to the Project. In accordance with the Board's Interim Decision and Order in this proceeding, Trout Creek has paid a deposit of \$200,000 to Hydro One. Trout Creek also stated that it provided \$200,000 to the OPA as an initial security pursuant to the terms of the FIT Contract.

The Applicant confirmed that it relies on outside sources to finance the Project and that it is unable to make the full CCD payment required by Hydro One because of its inability to obtain funding at the current stage of the project development. The evidence demonstrates that potential lenders require certain milestones to be achieved prior to advancing funds. The Board therefore finds it inappropriate to require Trout Creek to pay a CCD equal to 100% of the total estimated allocated cost of connection at this early stage of the Project.

Considering the circumstances of the Project, the Board finds Trout Creek's Proposed Rules to be reasonable. The Board notes that Hydro One has not raised any concerns or objections to Trout Creek's proposed exemption or to Trout Creek's Proposed Rules. In the Board's view, Trout Creek's Proposed Rules will not have adverse effects on ratepayers, Hydro One or Trout Creek. In fact, the Board notes that the closing paragraph in Trout Creek's Proposed Rules ensure that the interests of Hydro One and its rate payers are protected. The Board will add an additional provision to Trout Creek's Proposed Rules to ensure that Trout Creek does not retain its capacity allocation in the event it does not proceed to construction and give notice of such to Hydro One by September 30, 2013. The additional provision is reflected in item No. 4 of Trout Creek's Proposed Rules.

Trout Creek's application included a request to exempt Hydro One from the requirements of section 6.2.4.1(e)(i) of the DSC in relation to the Project. As indicated above, section 6.2.4.1(e)(i) of the DSC states that a distributor's capacity allocation process must include a requirement that a generator have its capacity allocation removed if the generator does not sign a connection cost agreement with the distributor within 6 months of the date on which the generator received a capacity allocation. The Board notes that in its Interim Decision and Order, the Board granted Hydro One an exemption from section 6.2.4.1(e)(i) of the DSC in relation to the Project. Instead of conformity with section 6.2.4.1(e)(i) of the DSC, the Board directed Hydro One to execute a Connection Cost Agreement in relation to the Project within thirty days from the date of the Interim Decision and Order. In its submission, the Applicant confirmed that it had entered into a Connection Cost Agreement with Hydro One in accordance with the Board's Interim Decision and Order. Considering that Hydro One has now entered into a Connection Cost Agreement in relation to the Project in accordance with the Board's Interim Decision and Order, the Board does not believe it is necessary to amend Hydro One's electricity distribution licence to reflect an exemption from section 6.2.4.1(e)(i) of the DSC in relation to the Project. However, Hydro One's distribution licence will be amended to exempt it from section 6.2.18(a) of the DSC and to include Trout Creek's Proposed Rules.

IT IS THEREFORE ORDERED THAT:

1. Hydro One is exempt from the requirements of section 6.2.18(a) of the Distribution System Code as these requirements apply to the Project. With

respect to the Project, Hydro One must comply with Trout Creek's Proposed Rules, as amended by the Board, attached to this Decision and Order as Appendix "A". Schedule 3 of Hydro One's distribution licence ED-2003-0043 is amended to reflect the exemption and the new requirements.

DATED at Toronto, September 12, 2011

ONTARIO ENERGY BOARD

Original signed by

Kirsten Walli
Board Secretary

Appendix A

DECISION AND ORDER

EB-2011-0209

For the Trout Creek Wind Farm (Hydro One Project #12,780), Hydro One shall be exempted from the current connection cost deposit stipulated in s. 6.2.18(a) of the Distribution System Code (the "DSC") and shall, instead, adhere to the following schedule:

1. \$20,000 per MW of capacity shall be paid by the proponent to Hydro One upon the execution of the Connection Cost Agreement.
2. An additional deposit in the amount of 30% of the total estimated cost, as estimated by Hydro One, less the amount received by Hydro One under paragraph 1 above, shall be paid by the proponent to Hydro One no later than 4 months after the proponent notifies Hydro One that it has completed the Renewable Energy Approval.
3. No later than 180 days after Hydro One receives payment of the amount referenced in paragraph 2 above, Hydro One shall provide to the proponent a construction schedule and a more accurate estimate of the project cost, if such estimate is requested and paid for by the proponent. The payment for the estimate shall be drawn from the deposit to the extent possible.
4. The balance of the total estimated cost, as estimated by Hydro One based upon the best available information, shall be paid by the proponent to Hydro One no later than 30 days after the proponent notifies Hydro One that it is proceeding to construction. If this notification is not given by September 30, 2013, then the proponent's capacity allocation shall be removed.
5. Hydro One and the proponent shall mutually agree upon an in-service date that is no later than 2 years after Hydro One receives the balance referenced in paragraph 4, above, subject to the following: in cases where a transmission upgrade or new transmission facilities are required, Hydro One and the proponent may agree to an in-service date that is later than two years after Hydro One receives the balance referenced in paragraph 4, above.
6. The Expansion Deposit, as stipulated by Section 3.2.20 of the DSC shall be paid to Hydro One at the same time as the payment in paragraph 4.

Notwithstanding the foregoing, if at any time the above-noted payments to Hydro One are insufficient to cover Hydro One's costs as estimated by Hydro One, the proponent shall pay, to Hydro One, additional funding sufficient to meet the shortfall identified by Hydro One, and Hydro One shall be relieved of its obligation to perform such further work until it receives the said additional funding.

**THIS ASSUMPTION AND ACKNOWLEDGEMENT AGREEMENT (this "Agreement")
is made as of**

the 9 day of August, 2013.

BETWEEN:

TROUT CREEK WIND POWER INC.,
a corporation formed under the laws of Ontario.

(the "Supplier");

- and -

TROUT CREEK WIND ENERGY LP,
a limited partnership formed under the laws of Ontario

(the "Assignee");

- and -

ONTARIO POWER AUTHORITY, a statutory
corporation without share capital incorporated under the
laws of the Province of Ontario

(the "OPA");

WHEREAS the Supplier and the OPA entered into a Feed-In Tariff Contract dated April 30, 2010 designated as FIT# F-000655-WIN-130-601, as amended by a FIT Amending Agreement re: Extension of Milestone Date for Commercial Operation for Non-CAE Projects dated April 18, 2011 (and countersigned by the Supplier on May 26, 2011) between the OPA and the Supplier (collectively, the "Contract");

AND WHEREAS the Supplier wishes to assign the Contract (the "Assignment") to the Assignee pursuant to Section 15.5(c) of Schedule 1 of the Contract, which Assignment is effective as of the date hereof;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto covenant and agree as follows:

1. Defined Terms

All capitalized terms not defined herein, or other terms used herein, and defined in Appendix 1 – Standard Definitions of the Contract shall have the respective meanings ascribed thereto in Appendix 1 – Standard Definitions of the Contract, and “including” shall mean “including without limitation”.

2. Representations and Warranties

The Supplier and the Assignee hereby jointly and severally represent and warrant to and agree and covenant with the OPA, at the date hereof, acknowledging that the OPA is relying on such representations as a condition of entering into this Agreement and as a condition precedent to Section 3 hereof, that:

- (a) the recitals preceding Section 1 in this Agreement and the chart reflecting the corporate organization of the Supplier and the Assignee, attached as Schedule A to this Agreement, are true and correct;
- (b) the information provided to the OPA in relation to the Assignment, the Assignee and the Supplier is true, accurate and complete in all material respects, and does not contain any misleading information, or omit any information which would render the information or documents submitted to the OPA misleading;
- (c) the Supplier and the Assignee each have complied with all Laws and Regulations in respect of the Assignment;
- (d) no Supplier Event of Default that has not been remedied has occurred;
- (e) except for Section 6.1(f) of Schedule 1 of the Contract, the representations set out in Section 6.1 of Schedule 1 of the Contract are restated by the Assignee and the Supplier with effect as of the date hereof, provided references to “Supplier” and “Agreement” therein shall be deemed to be references to the Assignee and this Agreement, respectively, and other than in respect of the Assignment, the representations set out in Section 6.1(f) of Schedule 1 of the Contract are restated by the Supplier and the Assignee with effect as of the date hereof;
- (f) the Assignee is an Affiliate of the Supplier;
- (g) the Facility has not achieved Commercial Operation;
- (h) the Assignee has acquired the Facility to the extent applicable, taking into account the state of construction and development of the Facility at the time of the Assignment and, in particular, all existing agreements and rights, including leases, options, priority permits and Aboriginal Community permits, related to the Facility or the lands pertaining to the Facility have been assigned to the Assignee;
- (i) there are no actual or potential actions, causes of action, suits, debts, dues, accounts, bonds, claims or demands whatsoever of the Supplier, the Assignee, or

any Affiliate of the Supplier or the Assignee, against or in respect of the OPA, by reason of, or in any way arising out of any FIT Contract, including but not limited to the Contract, any Application or the FIT Rules, or any other contract or obligations as between the Supplier, the Assignee, or any Affiliate of the Supplier or the Assignee, and the OPA (collectively, "Claims"), and none of the Supplier, the Assignee, or any Affiliate of the Supplier or the Assignee is aware, after due inquiry, of any, actual or potential Claims, or any act, event, circumstance or thing which, with notice or the passage of time or lapse of cure period, would give rise to a Claim, that it or its successors, heirs, executors, estate trustees, administrators or assigns, had, have or may have;

- (j) the Supplier and the Assignee have paid the legal expenses of the OPA in connection with preparation and review of this Agreement and related matters in respect of which the Supplier or the Assignee has received an invoice from counsel to the OPA and such counsel has received such payment;
- (k) there is no Secured Lender or Secured Lender Security Agreement in respect of the Contract or, if there is, each Secured Lender has executed this Agreement and consented hereto as provided below;
- (l) no Force Majeure is occurring and the Supplier is not aware of any reason that any Force Majeure may occur; and
- (m) the Assignee has complied with Article 5 of Schedule 1 of the Contract and has, where required by the Contract, provided the OPA with Completion and Performance Security to replace the Completion and Performance Security provided by the Supplier.

3. Conditions Precedent

As conditions precedent to Section 5 hereof, as at the date hereof:

- (a) the representations and warranties contained in Section 2 hereof shall be true and accurate; and
- (b) the Assignee and the Supplier shall have complied with the security requirements contained in Section 7 of this Agreement.

4. Agreements

- (a) The Assignee agrees to assume all of the Supplier's obligations under the Contract and be bound by the terms thereof as at the date hereof.
- (b) This Agreement shall not be deemed to waive or modify in any respect any rights of the OPA under the Contract except as expressly provided for in this Agreement.

5. Acknowledgment of the OPA

Subject to the terms of this Agreement, the OPA hereby acknowledges that, as at the date hereof:

- (a) the Supplier and the Assignee have complied with the requirements of Section 15.5(c) of Schedule 1 of the Contract in respect of the Assignment; and
- (b) upon completion of the Assignment in accordance with this Agreement, the Supplier shall be relieved of all its duties, obligations and liabilities under the Contract.

6. Contracts in Full Force and Effect

The parties hereto confirm that the Contract remains in full force and effect in accordance with its terms and that this Agreement shall not be deemed to waive or modify in any respect any rights of the OPA under the Contract or the FIT Rules, and shall not constitute or be deemed to constitute a waiver of any Supplier Event of Default or other default of the Supplier, nor shall it constitute an acknowledgement that there has been or will be compliance by the Supplier with the Contract, except as expressly provided in this Agreement, including, without limitation, the following circumstances:

- (a) no assignment of any Contract or any Application shall be made or permitted to be made pursuant to this Agreement other than the Assignment; and
- (b) the OPA has not, whether by virtue of the recitals hereto or otherwise, waived any restriction on, consented to or otherwise passed on the validity of any assignment of the Contract other than the Assignment.

7. Completion and Performance Security

In respect of the requirement to provide Completion and Performance Security to the OPA under Article 5 of Schedule 1 of the Contract, either:

- (a) in the case of Completion and Performance Security in the form of a letter of credit, the Assignee, in the place and stead of the Supplier, shall have provided the OPA with replacement Completion and Performance Security, or
- (b) in the case of Completion and Performance Security in the form of a bank draft or certified cheque, as of the date hereof,
 - (i) each of the Supplier and the Assignee directs and authorizes the OPA to use the Completion and Performance Security previously provided to the OPA by the Supplier, in accordance with Section 5.1 of Schedule 1 of the Contract, as the Completion and Performance Security for the Contract following the Assignment and in respect of the Assignee, and this direction shall be the OPA's good and sufficient authority for doing so; and

- (ii) the Supplier releases all its rights in and to the Completion and Performance Security previously delivered to the OPA in respect of the Contract, including its right to return of the Completion and Performance Security under Sections 5.1(c), 5.2(c) and 5.4(c) of Schedule 1 of the Contract and, for clarity, the Supplier acknowledges and agrees that if such Completion and Performance Security is returned by the OPA it will be returned to the Assignee.

8. Confidentiality

This Agreement constitutes Confidential Information and shall be subject to Article 7 of Schedule 1 of the Contract.

9. Execution and Delivery

This Agreement may be executed by the parties hereto in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

10. Other

- (a) The Supplier and the Assignee jointly and severally shall bear the external legal fees incurred by the OPA in connection with the preparation and review of this Agreement and related matters, including the review of any supporting documentation. The OPA may deduct or set-off an amount equal to such costs from or against amounts payable by the OPA to the Supplier, the Assignee, or to any Affiliate of the Supplier or Assignee at any time and from time to time under any FIT Contract or other contract to which the Supplier, the Assignee, or any such Affiliate thereof, is a party.
- (b) Except where the context requires otherwise, the provisions contained in Sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.8, 1.9, 1.10, 1.11, 1.12, 14.6, 15.1, 15.2, 15.4, 15.13 and 15.14 of Schedule 1 of the Contract apply in the construction and interpretation of this Agreement, provided references therein to the "Agreement" shall be construed and deemed to be references to this Agreement.
- (c) Breach of any representation, warranty, covenant or other provision hereof shall be deemed to be a Supplier Event of Default under the Contract, provided that no cure period shall be applicable thereto, and pursuant to which the OPA may *Inter alia* pursue any remedy available to it under Section 9.2 of Schedule 1 of the Contract including, without limitation, drawing on the Completion and Performance Security.

11. Notices

All notices to the Supplier and the OPA shall be addressed to each of them as provided in the Contract. All notices to the Assignee shall be addressed to it as follows:

Trout Creek Wind Energy LP
147 Mahood Johnston Drive
Kincardine, Ontario
N2Z 3A2

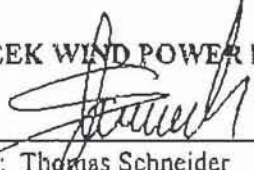
Attention: Charles Edey
Tel: (519) 396-3540
Facsimile: (519) 396-3690
E-mail: chuckedey@leadervind.com

12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

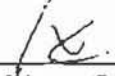
[Remainder of page intentionally left blank]

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

TROUT CREEK WIND POWER INC.
By: 
Name: Thomas Schneider
Title: President

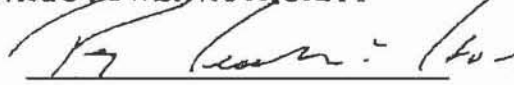
I have authority to bind the corporation

TROUT CREEK WIND ENERGY LP,
by its general partner, TROUT CREEK
WIND ENERGY (GP) INC.

By: 
Name: Wayne Curtis
Title: President

I have authority to bind the corporation

ONTARIO POWER AUTHORITY

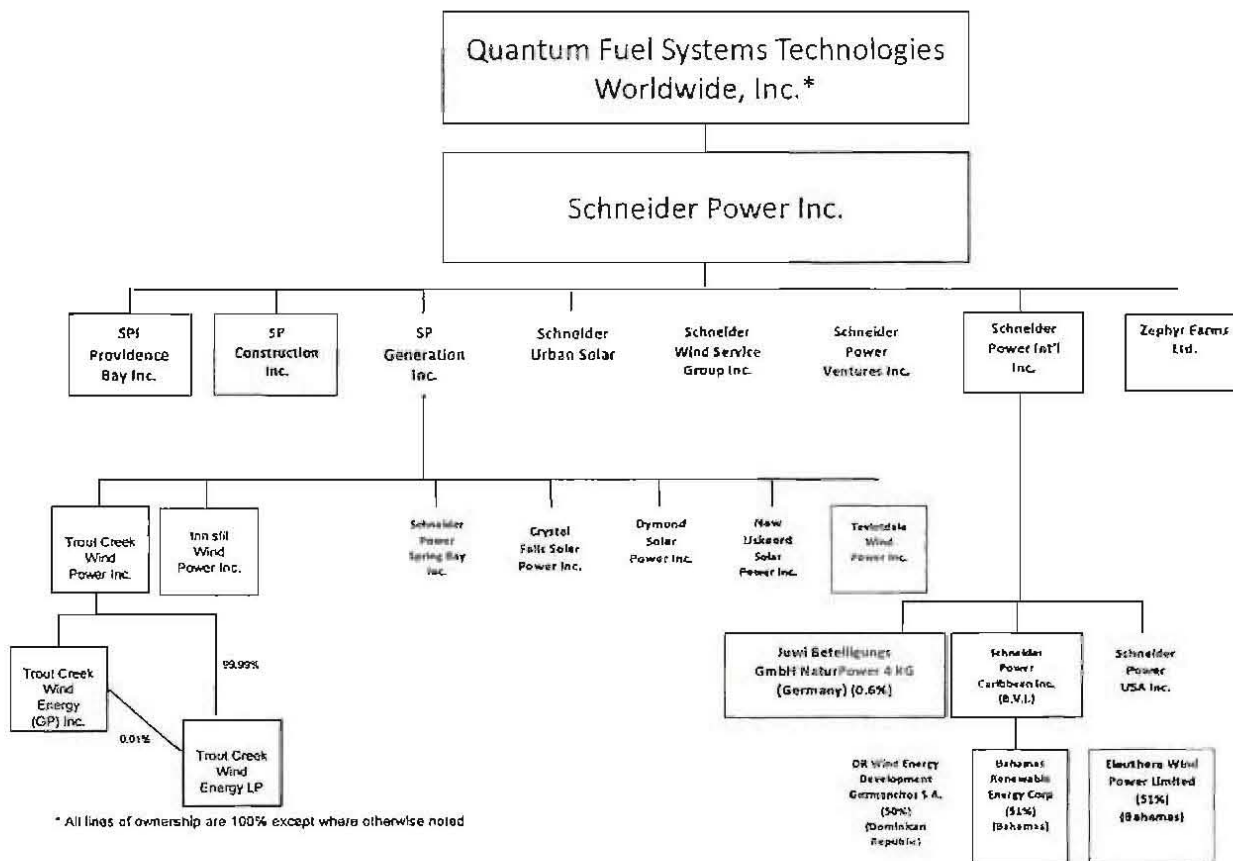
By: 
Name: Michael Killeavy
Title: Director, Contract Management
Electricity Resources

I have authority to bind the corporation

Schedule A

**To FIT Contract Assumption and Acknowledgement Agreement
for Pre-COD Assignment to Affiliate**

See attached corporate organization chart of the Supplier and the Assignee.



* All lines of ownership are 100% except where otherwise noted

COPY



Ontario Power Authority

FEED-IN TARIFF CONTRACT (FIT CONTRACT)

Version 1.3.0 (March 9, 2010)

1. **CONTRACT IDENTIFICATION #** F-000655-WIN-130-601
2. **FIT REFERENCE #** FIT-F85MM5Z
3. **CONTRACT DATE** April 30, 2010
4. **SUPPLIER** Trout Creek Wind Power Inc.
5. **SUPPLIER'S ADDRESS** 49 Bathurst Street, Suite 101
Toronto ON M5V2P2
Canada

Contact Person: Thomas Schneider

Fax: (416) 847-3729
Phone: (416) 847-3724
Email: t.s@schneiderpower.com
6. **SUPPLIER INFORMATION** Not a Non-Resident of Canada
7. **RENEWABLE FUEL** Wind (On-Shore)
8. **CONTRACT CAPACITY** 10000 kW
9. **INCREMENTAL PROJECT** No
10. **GROSS NAMEPLATE CAPACITY** 10000 kW
11. **CONTRACT PRICE** 13.5 ¢/kWh

Peak Performance Factor does not apply
12. (a) **ABORIGINAL PRICE ADDER (as of the Contract Date)** 0.00 ¢/kWh

Aboriginal Participation Level (if applicable)
____ %

(b) **COMMUNITY PRICE ADDER (as of the Contract Date)** 0.00 ¢/kWh

Community Participation Level (if applicable)
____ %
13. **PERCENTAGE ESCALATED** 20 %

5

14. MINIMUM
REQUIRED
DOMESTIC
CONTENT LEVEL 50 %
15. BASE DATE
September 30, 2009
16. AUTOMATIC NTP
FACILITY
No
17. LOCATION: Municipal Address: Trout Creek
See MNR Grid Cells below
See MNR Grid Cells below
Township of Laurier, District of Parry Sound ON P0H2L0
-
- Legal Description:
MNR Grid Cell numbers
- 455830 792030
455830 792000
455830 791930
455830 791900
455800 792030
455800 792000
455800 791930
455800 791900
-
18. IMPACT
ASSESSMENT
PRIORITY START
TIME May 31, 2010
10:00 IMPACT
ASSESSMENT
PRIORITY STOP
TIME May 31, 2010
11:00
-
19. CONNECTION
POINT
Distribution System - LDC: Hydro One Networks Inc.
20. HOST FACILITY (IF
APPLICABLE) Name:
Municipal Address:
Legal Description:
-
21. FIT RULES
Applicable version: Version 1.3

22. INCORPORATED
SCHEDULES,
APPENDICES AND
EXHIBITS

FIT Contract Execution Instructions

FIT Contract Offer Notice and Schedule A

Schedule 1 – General Terms and Conditions, Version 1.3

Exhibit A – Technology-Specific Provisions, Type 9: Wind (on-shore)

Exhibit B – Metering and Settlement, Type 3 A

Exhibit C – Form of Irrevocable Standby Letter of Credit

Exhibit D – Domestic Content, Version 1.3

Exhibit E – Arbitration Provisions Applicable to Sections 1.7, 1.8, 2.10 & 12.2

Exhibit F – Form of Supplier Certificate re: Commercial Operation

Exhibit G – Form of Independent Engineer Certificate re: Commercial Operation

Exhibit H – Form of Secured Lender Consent and Acknowledgement

Schedule 2 – Special Terms and Conditions, Version 1.3

Appendix 1 – Standard Definitions, Version 1.3

Anticipated Notice To Proceed (NTP) Request Date Form

For valuable consideration, the OPA and the Supplier hereby mutually agree to be bound by the terms and conditions set out in this FIT Contract and the Schedules, Appendices and Exhibits attached hereto as noted in item 22 above (the "Agreement"). Each of the OPA and the Supplier confirms that it has received a copy of and has reviewed this Agreement, and that its representations and warranties set out herein are true and correct.

IN WITNESS OF WHICH, and intending to be legally bound, the Parties have executed this Agreement by the undersigned duly authorized representatives as of the date first stated above.

Trout Creek Wind Power Inc.

By: _____

Name: _____

Title: _____

Thomas Schneider
President

By: _____

Name: _____

Title: _____

Lewis Retford
CEO
I/We have authority to bind the corporation.

ONTARIO POWER AUTHORITY

By: _____

Name: _____

Title: _____

I have authority to bind the corporation.



RECEIVED JUN 01 2011

120 Adelaide Street West
Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.powerauthority.on.ca

April 18, 2011

Trout Creek Wind Power Inc.
49 Bathurst Street, Suite 101
Toronto
M5V 2P2, ON

Dear Mr. Schneider,

Re: Feed-In Tariff Contract No. F-000655-SPV-130-601 between the Ontario Power Authority ("OPA") and Trout Creek Wind Power Inc. (the "Supplier") dated April 30, 2010 (the "FIT Contract") – Force Majeure Claim No. 1 and Force Majeure Claim No. 2

I refer to your Notice of Force Majeure for Force Majeure Claim No. 1 and Notice of Force Majeure for Force Majeure Claim No. 2, dated February 1, 2011 and April 11, 2011 respectively, (collectively, the "Notices"), wherein the Supplier submitted Force Majeure claims (the "FM Claims") to the OPA, in accordance with section 10.1(b) of the FIT Contract.

All capitalized terms not otherwise defined have the meaning ascribed to them under the FIT Contract.

The OPA has determined that the FM Claims are valid and notes the following:

1. The OPA recognizes that some of the delays experienced by the Supplier in respect of Force Majeure Claim No. 2 constitute a valid FM event in respect of REA delays. The OPA considers that the FM Claim gives rise to a delay of four months.
2. The Milestone Date for Commercial Operation, originally April 30, 2013, is extended for a period of four months to August 30, 2013.
3. The OPA has reviewed Force Majeure Claim No. 1 and has determined that it constitutes a valid FM event, commencing on January 18, 2011 (the "FM Start Date"). Further to the Supplier's notice of the termination of the Force Majeure, dated March 28, 2011, the FM terminated on March 17, 2011 and, accordingly, the Supplier is entitled to 58 days of relief as a result of Force Majeure Claim No. 1. Therefore, the revised Milestone Date for Commercial Operation is extended to October 27, 2013.
4. As discussed previously, the OPA is offering the Supplier an extension of the Milestone Date for Commercial Operation by entering into a FIT Amending Agreement Re: Extension of Milestone Date for Commercial Operation for non-CAB Projects (the "Amending Agreement"). The above-mentioned extension is granted by the Amending Agreement in exchange for, inter alia, the Supplier agreeing to adhere to Section 6 of the Amending Agreement, which provides for a Moratorium Period for Force Majeure claims, as defined therein.

These extensions remain subject to the terms and conditions of the FIT Contract, including without limitation Articles 9 and 10. The OPA's granting of FM relief under the FIT Contract is

made in reliance on the Notice and the representations and warranties below. The remaining terms and conditions of the FIT Contract shall remain unamended and in full force and effect.

By countersigning and returning this letter, the Supplier represents, warrants and agrees to and with the OPA that:

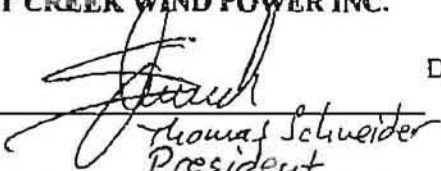
- (a) the FM Claims are true, complete and accurate in all material respects and that there is no material information omitted which would make the information contained therein misleading or inaccurate;
- (b) the Supplier is not in breach of the FIT Contract nor aware of any condition, event or act that would, with notice or lapse of time or both, result in a default under the FIT Contract;
- (c) the Supplier shall not claim, nor be entitled to receive, any Force Majeure relief other than expressly provided in this letter for any event described in the FM Claims nor in respect of any delays caused by the Government of Ontario prior to the date hereof in clarifying the requirements for the final public meeting required pursuant to O. Reg. 359/09 (Renewable Energy Approvals Under Part V.0.1 of the *Environmental Protection Act*); and
- (d) except with respect to the FM Claims and as described in Schedule "A", as of the date hereof the Supplier is not aware after due inquiry of any Force Majeure that has occurred or is continuing or of any reason that any Force Majeure may occur.

Please confirm your agreement with this letter by countersigning the enclosed duplicate of this letter below and returning a copy to the OPA. In addition, two copies of the Amending Agreement have been enclosed for your execution. Once the OPA receives your executed copies of the Amending Agreement, the OPA will execute and date the Amending Agreement and provide you with a copy for your records.

If you have any questions or comments in respect of the foregoing, please feel free to contact Bojana Zindovic at bojana.zindovic@powerauthority.on.ca.

Yours very truly,


Michael Killeavy
Director, Contract Management
Ontario Power Authority

Agreed to and Accepted:	
TROUT CREEK WIND POWER INC.	
By: 	Date: <u>May 26, 2011</u>
Name: <u>Thomas Schneider</u>	
Title: <u>President</u>	

Schedule "A"
Other Force Majeure Claims



120 Adelaide Street West
 Suite 1600
 Toronto, Ontario M5H 1T1
 T 416-967-7474
 F 416-967-1947
 www.opa.on.ca

**FIT AMENDING AGREEMENT
 RE: EXTENSION OF MILESTONE DATE FOR
 COMMERCIAL OPERATION FOR NON-CAE
 PROJECTS (THE "AMENDING AGREEMENT")**

Amending Agreement Date	April 18, 2011
Supplier	Trout Creek Wind Power Inc.
FIT Contract Identification #	F-000655-WIN-130-601
FIT Contract Date	April 30, 2010
Existing Milestone Date for Commercial Operation	October 27, 2013

RECITALS:

WHEREAS the Supplier and the Ontario Power Authority ("OPA") entered into a contract (as amended from time to time, the "FIT Contract") pursuant to the OPA's Feed-In Tariff Program ("FIT") and dated as of the Contract Date;

AND WHEREAS the FIT Contract relates to a Contract Facility that did not achieve Commercial Operation as at January 28, 2011 (the "Commencement Date");

AND WHEREAS Section 2.5 of the FIT Contract provides, subject to the terms and conditions of the FIT Contract, that Commercial Operation shall be achieved in a timely manner and by the Milestone Date for Commercial Operation;

AND WHEREAS the OPA and the Supplier wish to amend the FIT Contract such that the requirement relating to achievement of the Commercial Operation Date for a Contract Facility be extended on the terms and subject to the conditions of this Amending Agreement;

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties hereto covenant and agree as follows:

1. Defined Terms and Interpretation

All capitalized terms not otherwise defined in this Amending Agreement shall have the respective meanings attributed thereto in the FIT Contract. References to sections or subsections of the FIT Contract are references to sections or subsections of Schedule 1 of the FIT Contract, unless the context otherwise requires.

2. Mutual Representations

Each of the Supplier and the OPA represents and warrants to the other as follows, and acknowledges that the other is relying on such representations in entering into this Amending Agreement:

- (a) It has the requisite power, authority and capacity to enter into this Amending Agreement and to perform its obligations hereunder;
- (b) This Amending Agreement has been duly authorized, executed, and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction; and
- (c) The execution and delivery of this Amending Agreement by it and the consummation of the transactions contemplated hereby will not result in the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the termination, cancellation or acceleration of, its material obligations or any judgment, decree, order or award to which it is subject or any license, permit, approval, consent or authorization held by it.

3. Representations of the Supplier

The Supplier represents and warrants to the OPA, and acknowledges that the OPA is relying on such representations and agreements in entering into this Amending Agreement, and otherwise agrees that:

- (a) The Recitals to this Amending Agreement are true and correct;
- (b) No Supplier Event of Default under the FIT Contract or occurrence, action or thing that, with the passage of time or expiration of cure period, would become a Supplier Event of Default has occurred or is occurring;
- (c) The Supplier is in compliance with all Laws and Regulations, other than acts of non-compliance which, individually or in the aggregate, would not have a Material Adverse Effect in respect of the FIT Contract;
- (d) The representations set out in section 6.1 of the FIT Contract are restated by the Supplier with effect as of the date hereof, provided references to "Agreement" therein shall be deemed to be references to this Agreement;
- (e) Except as disclosed in Schedule "A" hereto, there are no actual or potential actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims or demands whatsoever of the Supplier or any of its Affiliates against or in respect of the OPA, by reason of, or in any way arising out of the FIT Contract or any other contract between the Supplier or its Affiliates and the OPA as at the

date hereof or the FIT Rules (collectively, "Claims"), and the Supplier is not aware, after due inquiry, of any, actual or potential Claims, or any act, event, circumstance or thing which, with notice or the passage of time or lapse of cure period, would give rise to a Claim, that it or its Affiliates, or either of their successors, heirs, executors, estate trustees, administrators or assigns, had, have or may have;

- (f) Except as previously duly notified to the OPA pursuant to subsection 10.1(b) of the FIT Contract or as disclosed in Schedule "A" hereto, as of the date of this Agreement, the Supplier is not aware after due inquiry of any Force Majeure that has occurred or is continuing or of any reason that any Force Majeure may occur;
- (g) As at the date hereof, all requirements for the Supplier to make any declaration, filing or registration with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any Governmental Authority as a condition to entering into this Amending Agreement have been satisfied;
- (h) There is no Secured Lender, as of the Amending Agreement Date, other than the Secured Lender(s) that has (have) consented to this Amending Agreement by executing below; and
- (i) The Facility is not a Capacity Allocation Exempt Facility.

4. Amendment

Exhibit A to Schedule 1 to the FIT Contract is hereby amended such that, notwithstanding subsection 1.2(a) of Exhibit A to Schedule 1 to the FIT Contract, the Milestone Date for Commercial Operation is deemed to be the date that falls one year from the Existing Milestone Date for Commercial Operation referenced on the cover page of this Amending Agreement, provided that, in subsection 10.1(g) of the FIT Contract, the reference to "original Milestone Date for Commercial Operation" shall be deemed to refer to a date falling one year after such original Milestone Date for Commercial Operation, as such date was established on the Contract Date prior to and without any adjustment at any time for Force Majeure or NTP Delay.

5. Waiver of Entitlement to Force Majeure Relief

- (a) The Supplier agrees that, notwithstanding the provisions of the FIT Contract, it shall not be entitled to claim or invoke Force Majeure nor receive any relief under subsections 10.1(a) or (f) of the FIT Contract, and shall not make any such claim, at any time, whether before or after the Milestone Date for Commercial Operation provided for in Section 4 of this Amending Agreement, due to:
 - (i) Other than as set out below in subsection 5(b), Supplier's inability to prepare, complete or submit an application for a Renewable Energy Approval to the Government of Ontario for any reason, including without limitation where such inability is due in whole or in part to:

- (A) Government of Ontario delays in (I) preparation of First Nation consultation lists; or (II) reviewing whether an application for a Renewable Energy Approval is complete;
 - (B) Government of Ontario delays in reviewing Natural Heritage Assessments; or
 - (C) Government of Ontario delays in reviewing Archeological Assessment Reports or Heritage Assessment Reports;
 - (ii) delays by LDCs, Transmitters or the IESO, as applicable, in preparing Connection Impact Assessments, Customer Impact Assessments, or System Impact Assessments.
- (b) Subsection 5(a) hereof shall not apply in respect of any valid claim for Force Majeure based on or in respect of:
- (i) the period in excess of three months taken by the Government of Ontario to determine whether the Supplier has submitted a complete application for a Renewable Energy Approval.
 - (ii) delays solely caused by the Government of Ontario exceeding the six-month timeframe for the review of complete submissions as provided in the Renewable Energy Approvals Service Standards (as it may be amended from time to time);
 - (iii) delays caused by the Government of Ontario's acts that take place from and after the Amending Agreement Date in clarifying the requirements for the final public meeting required pursuant to O. Reg. 359/09 (Renewable Energy Approvals Under Part V.0.1 of the *Environmental Protection Act*) (the "Regulation");
 - (iv) subject to Section 10.2 of the FIT Contract, preparing, completing and submitting an Environmental Impact Study;
 - (v) the period in excess of one year taken by the Government of Ontario to comment on and confirm any archeological assessment, heritage assessment or natural heritage assessment required pursuant to the Regulation to be submitted to it by the Supplier; or
 - (vi) an event or circumstance that would otherwise qualify for relief as a valid Force Majeure under Article 10 of the FIT Contract and that would prevent the Supplier from completing necessary or appropriate studies in support of the application for a Renewable Energy Approval.

6. Force Majeure Moratorium

- (a) The Supplier agrees that, notwithstanding the provisions of the FIT Contract, during the period (the "**Moratorium Period**") commencing on the Commencement Date and terminating on the date falling one year therefrom, it shall not be entitled to invoke or claim Force Majeure, nor continue or begin to receive any relief under subsections 10.1(a) or (f) of the FIT Contract, and shall terminate any Force Majeure claim in effect as at the date hereof. For greater certainty:
 - (i) Where the Supplier would otherwise have been entitled to Force Majeure relief in respect of an event or circumstance that commenced and terminated during the Moratorium Period, the Supplier shall be entitled to no such Force Majeure relief;
 - (ii) Where the Supplier would otherwise have been entitled to Force Majeure relief in respect of an event or circumstance that commenced during the Moratorium Period and terminated on a date (the "**FM End Date**") following the Moratorium Period, the Supplier shall be entitled only to Force Majeure relief in respect of the event or circumstance during the period commencing on the day following the Moratorium Period until the FM End Date;
 - (iii) Where the Supplier would otherwise have been entitled to Force Majeure relief in respect of an event or circumstance that commenced on a date (the "**FM Commencement Date**") prior to the Moratorium Period and terminated during the Moratorium Period, the Supplier shall be entitled only to Force Majeure relief in respect of the event or circumstance during the period commencing on the FM Commencement Date until the Commencement Date; and
 - (iv) Where the Supplier would otherwise have been entitled to Force Majeure relief in respect of an event or circumstance that commenced prior to the Moratorium Period and terminated following the Moratorium Period, the Supplier shall be entitled only to Force Majeure relief in respect of the event or circumstance during the periods:
 - (A) commencing on the FM Commencement Date until the Commencement Date; and
 - (B) commencing on the day immediately following the Moratorium Period until the FM End Date.
- (b) Subsection 6(a) hereof shall not apply in respect of any valid claim for Force Majeure based on or in respect of:

- (i) subject to Section 10.2 of the FIT Contract, preparing, completing and submitting an Environmental Impact Study pursuant to the Regulation;
- (ii) an event or circumstance that is not described in subsection 5(a), above, that would otherwise qualify as a valid Force Majeure under Section 10 and that would prevent the Supplier from completing necessary or appropriate studies in support of the application for a Renewable Energy Approval, such as unforeseeable delays in obtaining site releases from the Government of Ontario; or
- (iii) delays caused by the Government of Ontario clarifying the requirements for the final public meeting required pursuant to the Regulation.

7. Notice Requirements Continue In Force

Notwithstanding Sections 5 and 6 hereof, the Supplier shall nevertheless be required to comply with notice requirements set out in subsections 10.(b) and (d) of the FIT Contract in respect of any Force Majeure claim, including the commencement and termination of the event(s) giving rise to the Force Majeure, as if it were able to submit a valid Force Majeure claim in respect of the Moratorium Period. For clarity, the Supplier shall not be entitled to Force Majeure relief following the Moratorium Period where the event or circumstance giving rise to such Force Majeure commenced during or prior to the Moratorium Period unless prompt written notice in substantially the Prescribed Form was provided to the OPA within 20 Business Days of the later of (i) the commencement of the event or circumstances constituting Force Majeure or (ii) the date that the Supplier knew or ought to have known that the event or circumstances constituting Force Majeure could have a Material Adverse Effect on the development or operation of the Contract Facility.

8. Other

Except where the context requires otherwise, the provisions contained in sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.8, 1.9, 1.10, 1.11, 1.12, 14.6, 15.1, 15.2, 15.4, 15.13 and 15.14 of the FIT Contract apply in the construction and interpretation of this Amending Agreement, provided references therein to the "Agreement" shall be construed and deemed to be references to this Amending Agreement.

9. Contract in Full Force and Effect

The FIT Contract is hereby amended as provided in this Amending Agreement. Except as expressly amended hereby, the FIT Contract shall remain in full force and effect. For greater certainty, the Parties agree that the CPI_x used to calculate the Indexed Contract Price for the FIT Contract shall be calculated with reference to the calendar year corresponding to the Milestone Date for Commercial Operation, as such date was established on the Contract Date prior to any adjustment for Force Majeure, NTP Delay, or due to the effects of Section 4 of this Amending Agreement.

10. Execution and Delivery

This Amending Agreement may be executed by the Parties hereto in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts and facsimiles shall together constitute one and the same agreement. **THIS FORM OF AMENDING AGREEMENT SHALL NOT BE BINDING ON THE OPA UNTIL THE OPA HAS EXECUTED THE AMENDING AGREEMENT AND DELIVERED AN EXECUTED VERSION OF THE AMENDING AGREEMENT TO THE SUPPLIER.**

11. Governing Law

This Amending Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Subject to the arbitration provisions contained in Section 15.2 of the FIT Contract, each of the Parties hereto submits to the exclusive jurisdiction of the courts of the Province of Ontario.

12. Entire Agreement

The FIT Contract together with this Amending Agreement constitute the entire agreement between the Parties pertaining to the subject matter of the FIT Contract and this Amending Agreement. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with the subject matter of the FIT Contract and this Amending Agreement except as specifically set forth or referred to in the FIT Contract or this Amending Agreement.

13. Time of the Essence

Time is of the essence in the performance of the Parties' respective obligations under this Amending Agreement.

14. Further Assurances

Each of the Parties shall, from time to time on written request of the other Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be reasonably required in order to fully perform and to more effectively implement and carry out the terms of this Amending Agreement. The Parties agree to promptly execute and deliver any documentation required by any Governmental Authority in connection with any termination of this Amending Agreement.

15. Enurement

This Amending Agreement and all of the provisions of this Amending Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

[Execution page follows]

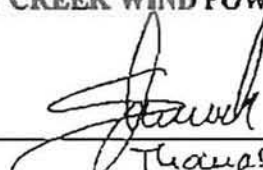
AGREED AND ACKNOWLEDGED as of the Amending Agreement Date:

TROUT CREEK WIND POWER INC.

By:

Name:

Title:


Thomas Schneider
President

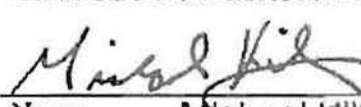
I have authority to bind the corporation.

ONTARIO POWER AUTHORITY

By:

Name:

Title:


Michael Killeavy
Director, Contract Management
Electricity Resources

I have authority to bind the corporation.

NOTE: If there is no Secured Lender in respect of the Contract Facility, state "None" on the signature block below.

**[INSERT NAME OF SECURED
LENDER]**

Name:

Title:

NONE

NOTE: If there is no additional Secured Lender in respect of the Contract Facility, state "None" on the signature block below.

[INSERT NAME OF ADDITIONAL
SECURED LENDER]

NONE

Name:

Title:

Schedule "A"

Disclosure re: Claims and Force Majeure



Connection Cost Agreement

between

Trout Creek Wind Power Inc.

and

Hydro One Networks Inc.



FOR

**THE CONNECTION OF A 10 MW GENERATION FACILITY
TO HYDRO ONE'S DISTRIBUTION SYSTEM**

Trout Creek Wind Power Inc. (the "**Generator**") has requested and Hydro One Networks Inc. ("**Hydro One**") is agreeable to performing the work required to connect the Generation Facility to Hydro One's distribution system at the Point of Common Coupling on the terms and conditions set forth in this **Connection Cost Agreement** which includes Schedules "A" (Scope of Work), "B" (Generator Connection Work), "C" (Estimated Allocated Cost of Connection and Miscellaneous), "D" (Offer to Connect); and "E" (Allocated Cost of Connection Statement) and the Standard Terms and Conditions V2011-2 (the "**Standard Terms and Conditions**") attached hereto (collectively, the "**Agreement**").

I. Representations and Warranties

The Generator represents and warrants to Hydro One as follows, and acknowledges that Hydro One is relying on such representations and warranties without independent inquiry in entering into this Agreement:

- (a) the Generation Facility is fully and accurately described in the Application;
- (b) all information in the Application is true and correct;
- (c) if the Generator is a corporation or other form of business entity, the Generator is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);
- (d) the Generator has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (e) this Agreement constitutes a legal and binding obligation on the Generator, enforceable against the Generator in accordance with its terms;
- (f) any individual signing this Agreement on behalf of the Generator has been duly authorized by the Generator to sign this Agreement and has the full power and authority to bind the Generator;
- (g) the Generator is registered for purposes of Part IX of the *Excise Tax Act* (Canada) and its HST registration number is 843485764 RT0001; and
- (h) (where the Generator has informed Hydro One that Section 1.4 of Schedule "C" of this Agreement is applicable) the Generation Facility meets all three of the following conditions:
 - (i) its primary energy source is water;
 - (ii) its capacity does not exceed 10 MW; and
 - (iii) it is located on provincial Crown or federally-regulated lands.

Hydro One represents and warrants to the Generator as follows, and acknowledges that the Generator is relying on such representations and warranties without independent inquiry in entering into this Agreement:

- (a) Hydro One is duly incorporated under the laws of Ontario;
- (b) Hydro One has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (c) this Agreement constitutes a legal and binding obligation on Hydro One, enforceable against Hydro One in accordance with its terms;
- (d) any individual signing this Agreement on behalf of Hydro One has been duly authorized by Hydro One to sign this Agreement and has the full power and authority to bind Hydro One; and
- (e) Hydro One is registered for purposes of Part IX of the *Excise Tax Act* (Canada), and its HST number is 87086-5821 RT0001.

II. Except as expressly set out in this Agreement, this Agreement shall be in full force and effect and binding on the parties upon the date that this Agreement was executed by Hydro One and shall expire on the date that is after the latest of:

- (a) the date that Hydro One has performed all of the Hydro One Connection Work;

- (b) the date that the Generator has paid all amounts it is required to pay under the terms of this Agreement; and
- (c) (where applicable) the date that Hydro One has refunded the Deposits in accordance with the terms of this Agreement (the "Term").

For greater certainty, Hydro One shall not be obligated to execute this Agreement until such time as the Generator has paid all amounts required to be paid by the Generator upon the execution of this Agreement by the Generator, including, but not limited to, the Connection Cost Deposit.

Termination of this Agreement for any reason shall not affect the liabilities of either party that were incurred or arose under this Agreement prior to the time of termination. Termination of this Agreement for any reason shall be without prejudice to the right of the terminating Party to pursue all legal and equitable remedies that may be available to it including, but not limited to, injunctive relief.

III. Permitted Deviations and Exceptions to Mandatory TIR Requirements

The following are the only deviations from and exceptions to Hydro One's "Distributed Generation Technical Interconnection Requirements: Interconnections at Voltages 50kV and Below" (the "TIR") that Hydro One has accepted in respect of the Connection of this Generation Facility and a description of the alternatives that Hydro One has accepted and the work that the Generator has agreed to perform in consideration of Hydro One accepting such deviations and exceptions:

None

IV. Any notice, demand, consent, request or other communication required or permitted to be given or made under or in relation to the Agreement shall be given or made by courier or other personal form of delivery, by registered mail, by facsimile, or by electronic mail. Notices to the Generator shall be addressed to Thomas Schneider, mailing address: 49 Bathurst Street, Suite 101, Toronto, ON M5V 2P2, e-mail address: t.s@schneiderpower.com and fax number: (416)847-3729. Notices to Hydro One shall be addressed to the Business Customer Centre (BCC), Attn: Generation Connection Application, 185 Clegg Road, Markham, Ontario L6G 1B7, e-mail address: dxgenerationconnections@HydroOne.com.

A notice, demand, consent, request or other communication shall be deemed to have been made as follows:

- (a) where given or made by courier or other form of personal delivery, on the date of receipt;
- (b) where given or made by registered mail, on the sixth day following the date of mailing;
- (c) where given or made by facsimile, on the day and at the time of transmission as indicated on the sender's facsimile transmission report; and
- (d) where given or made by electronic mail, on the day and at the time when the notice, demand, consent, request or other communication is recorded by the sender's electronic communications system as having been received at the electronic mail destination.

V. The Generator acknowledges and agrees that the Generator has read and understands Section 6.2.4.1 of the Code. Furthermore unless the Generation Facility is a Capacity Allocation Exempt Small Embedded Generation Facility or the Generator is not an Embedded Retail Generator, the Generator acknowledges and agrees that upon the occurrence of any of the events described in Subsection 6.2.4.1e ii., iii., iv. and v. of the Code or the termination or cancellation of the Project:

- (a) Hydro One shall remove the Generator's capacity allocation;
- (b) the Generator's Capacity Allocation Deposit and/or any Additional Capacity Allocation Deposit paid pursuant to the terms of this Agreement are hereby forfeited by the Generator and will be retained by Hydro One in a deferral account for disposition by the Ontario Energy Board ("OEB"); and

(c) this Agreement will be deemed to be terminated and any unspent Connection Cost Deposit will be returned to the Generator in accordance with Section 19 of the Standard Terms and Conditions.

For the purposes of Subsection 6.2.4.1e.v of the Code, a default of this Agreement shall include a Generator Default. Hydro One shall give the Generator written notice of a Generator Default and allow the Generator 30 calendar days from the date of receipt of the notice to rectify the Generator Default, at the Generator's sole expense.

VI. Large Embedded Generation Facility

Intentionally Deleted

VII. Upstream Transmission Work and Upstream Transmission Rebates

Hydro One's estimate of the Upstream Costs and/or Upstream Transmission Rebates payable by the Generator as set out in Section 1.1. of Schedule "C" of this Agreement, if any, are based on transmission planner estimates as opposed to a Class "C" estimate.

Hydro One's transmission business will perform a Class "C" estimate of the Upstream Transmission Work. If the Class "C" estimate of the cost of the Upstream Transmission Work is greater than the Planner's Estimate of the cost of the Upstream Transmission Work, Hydro One shall have the right to require the Generator to increase the Connection Cost Deposit by an amount equal to the difference (plus applicable Taxes). In such an event, Hydro One shall provide the Generator with written notice of same and the Generator shall have 14 days after the date of the notice to increase the Connection Cost Deposit.

Where the Generator is required to pay an Upstream Transmission Rebate and Hydro One's transmission business subsequently performs a Class "C" Estimate of the work previously or currently being performed on Hydro One's transmission system which is the subject of the Upstream Transmission Rebate, Hydro One shall have the right to require the Generator to increase the Connection Cost Deposit by an amount equal to the difference (plus applicable Taxes) between the current estimate of the Upstream Transmission Rebate and the new estimate of the Upstream Transmission Rebate. In such an event, Hydro One shall provide the Generator with written notice of same and the Generator shall have 14 days after the date of the notice to increase the Connection Cost Deposit.

VIII. Terms Applicable Where Upstream Transmission Work Not Performed Prior to Connection of the Generation Facility to Hydro One's Distribution System

Where it is not possible for Hydro One to perform all or any part of the Upstream Transmission Work involving bus blocking protection and/or high voltage line backup protections (the "Transmission Protections Work") prior to the connection of the Generation Facility to Hydro One's distribution system, the Generator acknowledges and agrees that in the event that subsequent to the Connection of the Generation Facility and prior to the completion of the Transmission Protections Work, there is a direct hazard to the public or Hydro One makes the determination that the operation of the Generation Facility is causing or could cause adverse effects to the reliability of Hydro One's distribution system, the Generator will have to disconnect the Generation Facility from Hydro One's distribution system until such time as all of the Transmission Protections Work is constructed, installed, commissioned and energised.

Should the Generating Facility have to be disconnected under the circumstances described above, Hydro One agrees to make reasonable efforts to determine whether it is feasible and practical using reasonable

efforts and under what system and operating conditions that Hydro One would consider permitting the re-Connection of the Generation Facility to Hydro One's distribution system. The Generator acknowledges and agrees that Hydro One's determination of the feasibility is in Hydro One's sole discretion and that under no circumstances will Hydro One consider implementing any arrangement if any aspect of such an arrangement, including, without limitation to the time or effort required to monitor its own equipment, would mean that Hydro One would be putting any part of the operation of its distribution system at risk or could mean that Hydro One runs the risk of breaching any of its obligations under any Applicable Laws, including, but not limited to the Distribution System Code and its Distribution Licence. If Hydro One determines that under some circumstances that would be determined as part of Hydro One's feasibility determination, Connection can be permitted from time to time, the Generator acknowledges and agrees that:

- (a) the Generator may be required to disconnect or Hydro One may have to disconnect the Generation Facility from Hydro One's distribution system with little or no notice;
- (b) the Generator would be required to assume all risk to their property and equipment from such an arrangement and would have to indemnify Hydro One for any liability that Hydro One may have to third parties associated with such an arrangement;
- (c) all terms and conditions of such an arrangement, including any necessary operating restrictions required on the part of the Generator, would have to be included in the Generator's Connection Agreement before Hydro One would contemplate such an arrangement.

Furthermore, the Generator acknowledges and agrees that the operating schedule of the Generator's Connection Agreement for the Generation Facility will include requirements that are substantially similar to the above requirements.

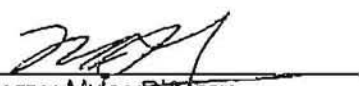
IX. Miscellaneous

This Agreement:


- (a) except as expressly provided herein, constitutes the entire agreement between the parties with respect to the subject-matter hereof and supersedes all prior oral or written representations and agreements of any kind whatsoever with respect to the subject matter hereof;
- (b) shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein; and
- (c) may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, Hydro One and the Generator have executed this Agreement in duplicate, as of the Execution Date written below.

HYDRO ONE NETWORKS INC.


Name: Myles D'Arcey
Title: Senior Vice President - Customer Operations
Execution Date: JUNE 24, 2011
I have the authority to bind the Corporation.

TROUT CREEK WIND POWER INC.

 June 24, 2011
Name: Thomas Schneider
Title: PRESIDENT

Name:
Title:
Date:
I/We have the authority to bind the Corporation