

Schedule "A": Scope of Work

Part A: Hydro One Connection Work

Hydro One will provide project management, engineering, equipment and materials, construction, commissioning and energization for all work required to be performed in respect of Hydro One's distribution system and transmission system in order to connect the Generation Facility at the PCC.

This specification roughly describes the line and station works that Hydro One will provide to connect the Generation Facility to Hydro One's distribution system. This specification is based on the "high-level" results from the Impact Assessment and may change materially which may have a material impact on the In-service Date and/or the Allocated Cost of Connection. Exceptions to the specifications are identified within each sub-project plan. All materials and equipment removed will be scrapped at site unless specifically stated otherwise.

CONNECTION ASSETS:

Part 1a: 44 kV Line Connection

Hydro One will:

- Commissioning, customer verification process, and COVER work including, but not limited to, document reviews and acceptance, design reviews and acceptance, and, review and acceptance of COVER.
- For Generation Facilities that lie along the existing distribution system, distribution line work required to connect the proposed Generation Facility tap line to the 44 kV, M7 feeder at the PCC (i.e. line tap connection).
- Set up a pending account in CSS for the Generator
- Provide the following services with respect to the revenue metering:
 - Review and approve revenue metering single line diagram as supplied by the Generator
 - Provide Hydro One's retail metering standard for revenue metering to the Generator
 - Supply and install the required revenue meter(s) at the Generator's cost

- Verify that the installed revenue metering system complies with Hydro One requirements and verify accurate operation
- Integrate meter point into Hydro One power quality (PQ) monitoring system, including, but not limited to, set up in PQ View and set up on web interface.

Assumptions:

- The proposed tap line of 2.25 km 336AL will be built and owned by the Generator.

Part 1b: Where Generator's Facilities do not meet the power distance test (CIA results) AND Generator to install dynamic compensation equipment

Intentionally Deleted.

EXPANSION:

Hydro One will:

- Upgrade 15 km of 3/0 ACSR conductor located upstream of the PCC to 556 AL;

RENEWABLE ENABLING IMPROVEMENTS:

Hydro One will:

- Check the voltage regulating controller at Trout Creek RS line voltage regulator and ensure it is compatible with reverse power flow.
- Trout Creek RS line voltage regulator is required to be operated in Neutral/Idle control mode. Existing controls need to be upgraded such that the regulator must be held in neutral position under reverse real power flow (MW only) condition.
- Check Hydro One distribution system protection coordination and settings including High Voltage (HV) side of the Generation Facility

UPSTREAM TRANSMISSION WORK:

The following work is to be performed on Hydro One's transmission system to address the impact on Hydro One's transmission system of the Connection of the Generation Facility:

- Install transfer trip between feeder breaker M7 and the Generation Facility and check if Freewave radio is an option for this site. If not, the standard NSD570 equipment will be used. This is the work at Hydro One's end only, and it excludes telecom circuit leasing and work at Generator's end.
- Distributed Generator End Open (DGEO) signal is required for the Auto-reclose Supervision of the 44 kV, M7 feeder breaker in Trout Lake TS.
- The feeder breaker must be capable of sending Transfer Trip and receiving DGEO signals.
- Use Low Set Block Signal (LSBS) from the Generation Facility to the feeder breaker M7 to avoid nuisance tripping due to Generation Facility's interface transformer magnetizing in-rush current.
- Ensure phase and ground fault protection for M7 breaker is directional to avoid nuisance tripping due to adjacent feeder faults.
- Metering devices for M7 feeder need to be compatible with reverse flow. Change if required since reverse power flow will occur on this feeder.
- Monitoring requirement details as per the TIR.

PART B: UPSTREAM HOST DISTRIBUTOR WORK

N/A

PART C: CHANGES TO SCOPE OF WORK

Any change in the scope of the Hydro One Connection Work as described in this Agreement whether they are initiated by the Generator or are Non-Customer Initiated Scope Changes, may result in a change to the Estimated Allocated Cost of Connection and the schedule, including the In-service Date.

All scope changes initiated by the Generator must be made in writing to Hydro One. Hydro One will advise the Generator of any cost and schedule impacts of the scope changes initiated by the Generator. Hydro One will advise the Generator of any material cost and/or material schedule impacts of any Material Non-Customer Initiated Scope Changes.

Hydro One will not implement any scope changes initiated by the Generator until written approval has been received from the Generator accepting the new pricing and schedule impact.

Hydro One will implement all Non-Customer Initiated Scope Change(s) until the estimate of the cost of the Non-Customer Initiated Scope Change(s) made by Hydro One reaches 10% of the total Estimated Allocated Cost of Connection. At that point, no further Non-Customer Initiated Scope Change(s) may be made by Hydro One without the written consent of the Generator accepting new pricing and schedule impact. If the Generator does not accept the new pricing and schedule impact, Hydro One will not be responsible for any delay in the In-service Date as a consequence thereof.

Note:

Portions of the work described in Part A and Part B above may not be performed by Hydro One or the Host Distributor, as the case may be, until after the Generation Facility has been connected to Hydro One's distribution system, including, but not limited to all or portions of the Upstream Transmission Work, de-mobilization work, changes to Hydro One's or the LDC's documentation for their respective facilities, Field Mark prints (FMP) etc.

Schedule "B": Generator Connection Work

Part 1: General Project Requirements:

The Generator shall:

(a) enter into a Connection Agreement with Hydro One at least 30 days prior to the first Connection to Hydro One's distribution system;

(b) ensure that project data is made available or provided to Hydro One as required by Hydro One;

(c) ensure that the work performed by the Generator and others required for successful installation, testing and commissioning of protective and metering equipment is completed as required to enable Hydro One witnessing and testing to confirm satisfactory performance of such systems;

(d) obtain a certificate of inspection or other applicable approval to be issued or given by the Electrical Safety Authority in relation to the Generator's Facilities;

(e) provide a dedicated dial-up business telephone circuit for the metering equipment in accordance with Hydro One requirements;

(f) provide telephone communication between Hydro One's operator and the Generator's Operator;

(g) make any changes to the Generator's Facilities required for compliance with the *Electrical Safety Code*;

(h) complete its engineering design and provide Hydro One with detailed electrical drawings at least six (6) months prior to the In-service Date mutually agreed by the parties or as reasonably required by Hydro One; and

(i) Provide a COVER that is signed by a Professional Engineer registered in Ontario.

(j) Ensure that Generation Facilities are in compliance with the CIA.

Items (d), (e), and (f) of Part 1 above shall survive the termination of this Agreement.

Part 2: Line tap and Grounding Related Issues

The Generator shall furnish and install a disconnection switch at the PCC for the Generation Facility that opens, with a visual break, all ungrounded poles of the connection circuit. The disconnection switch at the PCC shall be rated for the

voltage and fault current requirements of the Facility, and shall meet all applicable CSA standards, ESA requirements, and all other Applicable Laws. The switch enclosure, if applicable, shall be properly grounded. The disconnection switch at the PCC shall be accessible at all times, located for ease of access to Hydro One's personnel, and shall be capable of being locked in the open position.

Part 3: Teleprotection at the Generator's Facilities

The Generator will:

- Provide Low Set Block Signal (LSBS) to mitigate inadvertent trips.
- Accept Transfer Trip Signals from Hydro One M7 feeder breaker.
- Provide Distributed Generator End Open Signal to the Hydro One M7 feeder breaker.
- Provide monitoring requirement details as per the TIR.

Part 3 shall survive the termination of this Agreement.

Part 4: Telecommunications

Prior to the Connection of the Generator's Facilities, the Generator will:

- Provide communications cable entrance facility and cable protection at the Generator's Facilities for telephone circuit for metering and any transfer trip or breaker status if required.
- Be responsible for all monthly leasing costs, and, if required in the future, be responsible for the yearly leasing charge (per pair) for Hydro One's neutralizing transformer capacity. This requirement will be a term in the Connection Agreement.
- Provide circuit routing.

Part 4 shall survive the termination of this Agreement.

Part 5: Work Eligible for Alternative Bid

Not Applicable

Part 6: Revenue Metering

Prior to connection of the Generator's Facilities to Hydro One's distribution system to take or deliver any power, the Generator will be responsible for all costs for Hydro One to supply and install a four quadrant interval metering facility in accordance with, but not limited to, the requirements of Distribution System

Code, Measurement Canada, Retail Settlement Code and Hydro One. The Generator may make other arrangements for the metering facility installation that are acceptable to Hydro One and must submit the drawings and specifications for Hydro One's review to determine if the metering location, design and any applicable loss calculations are acceptable to Hydro One. Hydro One will own and maintain the interval metering facility and dedicated dial-up business telephone circuit, if such circuit is required.

Prior to connection of the Generator's Facilities to Hydro One's distribution system to take or deliver any power, the Generator will provide to Hydro One the necessary information so that Hydro One may arrange for registration of the meter point with IESO, if applicable, and arrange for totalization table and settlement systems updates.

Prior to connection of the Generator's Facilities to Hydro One's distribution system to take or deliver any power, if the Generator is a primary metered generator, the Generator shall procure new high accuracy current transformers that meet ANSI 0.15s

(the "CTs"). The Generator shall also ensure that the CTs have manufacturer warranties for a period of at least two (2) years with such warranties being transferable to Hydro One. The Generator shall be deemed to have transferred the CTs to Hydro One for \$1.00 immediately prior to the Generator signing the Connection Agreement.

Part 7: Where Generator's Facilities do not meet the power distance test (CIA results) AND Generator to install dynamic compensation equipment

Intentionally Deleted.

Part 8: Documentation

Prior to Connection of the Generator's Facilities to Hydro One's distribution system, the Generator shall have provided Hydro One with the Connection Interface documents specified below for review by Hydro One in the Implementation Connection phase.

Connection of a Generation Facility to Hydro One's Distribution System

LIST OF REQUIRED DOCUMENTS

DG Proponent Deliverables: Documents and Timelines

Version: Rev 3

	Doc.	Remarks	Timelines	Due Date (Project Specific, based on ISD)
1. Initial Documents	1. Single Line Diagram 2. Protection Description Doc. & Power Factor Control 3. SCADA Communication / Telemetry Points 4. Power Factor Control of Generator	1. The SLD must be acceptable as per the TIR containing all devices clearly identified with the type and brief specifications; including but not limited to: a) Clear mention / Identification of the PCC b) Circuit Breakers c) Transformers d) Disconnecting Switch e) PTs f) Fuses g) Protections h) Teleprotection i) How and where Transfer Trip and DGEO are integrated in and means of communication. j) Status devices k) Device Nomenclature assigned l) Others 2. The Protection Description	Required 6 months before ISD in DRAFT, 4 months before ISD: FINAL approved version.	

		<p>Doc. must also be acceptable as per the TIR: including but not limited to:</p> <p>a) Introduction</p> <p>i) System Description</p> <p>b) Protection Description</p> <p>i) Communication</p> <p>ii) Transfer Trip Protection and means i.e. FreeWave Radio, NSD570 / Bell S4T4</p> <p>iii) Feeder Protection</p> <p>iv) Embedded Generator End Open</p> <p>v) Generation Rejection (G/R)</p> <p>vi) Circuit Switcher Failure</p> <p>vii) Switching Station & Cables Protection</p> <p>viii) Pad Mount Transformer Protection</p> <p>ix) Interlocks</p> <p>x) Circuit switcher Auto-Recloser</p> <p>xi) Ground fault suppression at PCC</p> <p>xii) Generators</p> <p>xiii) Generator Protection</p> <p>ix) Synchronizing of Generator:</p> <ul style="list-style-type: none"> • Description of Synchronizing Scheme (Synchronous & Inverter Units) & Connection Scheme for Induction Units <p>c) General Operating Philosophy</p> <p>d) Tripping Matrix / Relay Logic Diagrams</p> <p>3. SCADA Communication Link / Telemetry Pts.: The SLD Doc. must also contain:</p> <p>a) SCADA / Telemetry Points, I/O List</p> <p>b) Device and Mode of communication / means of access i.e. RTU for SCADA points / Telemetry Path (either Cellular / wireless or Bell S4T4, Fibre)</p> <p>4. Power Factor Control of Generator</p> <p>i) Protection AC and DC EWD</p> <p>ii) Protection Three Line Diagrams</p> <p>iii) Interface Protection Relay / Fuse Co-</p>		
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		ordination Study, Curves & Settings iv) Interface Electrical Equipment Technical Information / Data Sheets / Manufacturer's Nameplate Information v) Breaker Failure Protection AC and DC EWD vi) Detailed Power Factor Control Plan		
2. Interface Protection Settings	Proposed Interface Protection Settings	Draft Settings	2 Months before ISD	
		Final Settings	2 Weeks before ISD	
3. Metering	Metering	Following must be provided by the Generator if they make other arrangements acceptable to Hydro One to supply and install the metering facility. Revenue Metering Single Line 1) Meter Form, MV 90 2) Site Specific Loss Adjustment (SSLA):(Line and Transformer, as per Market Manual 3-3.5, stamped by an Electrical Engineer Registered in Ontario, Note: Revenue metering single line diagram to use the format and provide the information as per IESO Market Manual 3: Metering, Part 3.6 conceptual Drawing Review. Show ownership boundaries, transformers, CTs, VTs, Isolating device / disconnect, breakers, operating designations, etc.	Required 3 months before ISD	
4. GPR Study	Ground Potential Rise (GPR) Study		Hydro One may require GPR study results	
5. SCADA Comm.	SCADA Communication link / Telemetry Points:	Order Modem & provide ESN No.	3 Months before ISD	
		Activate Modem & Communication link testing	6 Weeks before ISD	
		Verification of End to End Testing / SCADA points testing	2 weeks before ISD	
6. COVER Doc.	Commissioning & Verification Procedure, Plan & Schedule Discussion / Meeting	Formal Discussion / Meeting with Hydro One regarding Commissioning Plan, Procedures and Schedule	3 months before ISD	
	COVER Stage 1 – DRAFT/PLAN COVER		Required 2 months before ISD (Back Feed or Generation)	

	COVER Stage 2 – FINAL COVER (Pre-Energization)		2 weeks before ISD	
	COVER Stage 3 – FINAL COVER (Post-Energization)		Required within 5 business days after ISD	
7.	DCA		Draft DCA: 3 months before ISD (Either Back Feed or Generation)	
			Final Signed: 1 month before ISD	
8.	Generator License		Confirmation of Generator License required 2 weeks before ISD	
9.	ESA Certification		2 Weeks before ISD (Either Back Feed or Generation)	

Notes:

1. Any delay in submission of any of the information listed above could cause a significant delay in the negotiated In-service Date depending upon the nature and significance of the document and the particular situation and circumstance.
2. Each additional review / resubmission of any of the above documents will result in additional costs to the Customer
3. The requirement for the documents and the timelines set out above are subject to change in accordance with Hydro One's policies, regulatory requirements and practices from time to time but due notice will be given to the Customer
4. The above list includes drawings that would generally be required for Generation Facility projects.
5. Additional drawings / Information may be required for certain projects. In such cases, Hydro One will duly inform the Generator.
6. For smaller generation facility projects, some of the above listed drawings / Information may not be required. For example, those relating to tele-protection, breaker failure, etc.
7. Hydro One's review of the Generator's drawings/data/protection settings and witnessing of commissioning tests etc. shall be limited only to those portions of the Generator's Facilities that are of interest to Hydro One which interface with Hydro One's distribution system.
8. The Generator shall be responsible to coordinate the design, installation, testing, operation and maintenance of the Generator's Facilities in compliance with all Applicable Laws and standards, Hydro One and IESO connection requirements, service performance requirements. The Generator shall obtain, at its expense, any and all authorizations, permits and licenses required for the construction and operation of the Generator's Facilities.

Schedule "C": Estimated Allocated Cost of Connection and Miscellaneous

PART 1:

1.1 Total Estimated Allocated Cost of Connection

The total estimated allocated cost of connection (excluding applicable Taxes) is summarized as follows:

Connection Assets:	\$63,000.00
Expansion:	\$3,145,000.00
Renewable Enabling Improvements:	\$28,000.00
Upstream Costs: ¹	\$624,000.00
Upstream Transmission Rebates:	\$0

Total Estimated Allocated Cost of Connection **\$3,860,000.00**

The total estimated allocated cost of connection (excluding applicable Taxes) is based on the Class "C" Estimate. Notwithstanding the provision of such Class "C" Estimate to the Generator, the final allocation to the Generator of the cost of connection will be based on the Actual Cost of the Hydro One Connection Work.

1.2 Contingencies:

The above-estimate does not include contingencies that may be necessary in order to Connect the Generation Facility to Hydro One's distribution system. These contingencies include, but are not limited to:

- I. Generator Initiated scope changes;
- II. Changes to the scope of any Required Connection Work;
- III. planned outage delays/cancellations; subsequent line/equipment commissioning; and
- IV. removal and treatment of contaminated soil during excavation.

1.3 Deposits due on execution of Agreement by Generator:

Connection Cost Deposit:	\$2,843,392.00
Expansion Deposit:	\$167,736.00
Capacity Allocation Deposit:	\$0 where the Generator has an executed OPA contract which includes a requirement for security deposits or similar payments

1.4 Payment of Connection Cost Deposit by Trout Creek Wind Farm Generation Facility:

Notwithstanding any other term to the contrary in this Agreement, the Generator shall pay the Connection Cost Deposit and the Expansion Deposit by making the progress payments specified below (plus applicable Taxes) on or before each Payment Milestone Date specified below.

Payment	Payment Milestone Date	Amount of Payment
Number 1	Execution	\$200,000.00
Number 2	No later than four months after the Generator notifies Hydro One that it has completed its Renewable Energy Approval.	\$653,017.60
Number 3	No later than 30 days after Generator notifies Hydro One that it is proceeding to construction.	\$1,990,374.40

¹ Includes the cost of any Upstream Transmission Work and/or Upstream Host Distributor Work.

7

No later than 180 days after Hydro One receives payment Number 2 above, Hydro One shall provide the Generator with a construction schedule and a more accurate estimate of the total estimated allocated cost of connection, if such estimate is requested by the Generator and paid for by the Generator. The payment for the estimate shall be drawn from the Connection Cost Deposit to the extent possible.

The Generator shall pay the Expansion Deposit to Hydro One at the same time that it pays payment Number 3 above.

Notwithstanding the foregoing and any other term to the contrary in this Agreement, 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 Generator 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 additional funding. The above referenced schedule of payments is subject to the OEB's final disposition of proceeding EB-2011-0209. By no later than 30 days following the OEB's final disposition of proceeding EB-2011-0209, Hydro One shall provide the Generator with a replacement schedule of progress payments that reflects the OEB's final disposition of proceeding EB-2011-0209. The replacement schedule will replace the above schedule of progress payments and shall be made a part hereof as though it had been originally incorporated as Section 1.4 of this Schedule "C".

PART 2: MISCELLANEOUS

2.1 Description of Generation Facility

Consists of 4 x 2.5 MW Wind Generation and is located at Lot 17, 18 and 19, Concession 14 in Township of Laurier, District Parry Sound.

2.2 Point of Common Coupling/PCC/Point of Supply:

The Generation Facility will be connected to the 44 kV M7 Hydro One distribution feeder of Trout Lake Transmission Station..

2.3 In-service Date

Hydro One and the Generator shall mutually agree on upon an In-Service Date that is no later than two years after Hydro One receives payment number 3 identified in Section 1.4 above, subject to the following: in cases where a transmission upgrade or new transmission facilities are required, Hydro One and the Generator may agree to an In-service Date that is later than two years after Hydro One receives payment number 3 identified in Section 1.4 above.

2.4 Application Date

July 13, 2010

2.5 Hydro One's Assets:

A. Hydro One will own all equipment and facilities installed by Hydro One as part of the Hydro One Connection Work in, under, on, over, along, upon, through and crossing Hydro One's Property(ies).

B. Hydro One will own the following equipment installed by the Generator in, under, on, over, along, upon, through and crossing Hydro One's Property(ies):

1) Nil

C. Hydro One will own the following equipment installed by Hydro One as part of the Hydro One Connection Work in, under, on, over, along, upon, through and crossing the Generator's Property:

1) Nil

D. Hydro One will own the following equipment installed by the Generator in, under, on, over, along, upon, through and crossing the Generator's Property(ies):

- 1) High accuracy current transformers that meet ANSI 0.15s.

E. Where applicable, Hydro One will own any Expansion including, any Work Eligible for Alternative Bid with the exception of any Expansion made by a Host Hydro One as part of any required Host Hydro One Work.

2.6 Documentation Required:

Documentation describing the as-built electrical information shall include a resubmission of the information listed in Part 6 of Schedule "B" marked "as built" and signed by a Professional Engineer registered in Ontario.

Schedule "D": Offer to Connect

June 22, 2011

TROUT CREEK WIND POWER INC.
49 Bathurst Street, Suite 101
Toronto, Ontario M5V 2P2

Attn: Mr. Thomas Schneider.

Re: "Offer to Connect" Where a Capital Contribution is Required

Dear Mr. Schneider:

This letter will serve as Hydro One Networks Inc.'s ("Hydro One") "Offer to Connect" in respect of the Expansion of Hydro One's distribution system to accommodate the connection of the proposed 44 kV service for Trout Creek Wind Farm located at Lot 17, 18, 19 Con 14, Township of Laurier, Parry Sound District.

All capitalized terms appearing in this "Offer to Connect" without definition shall have the meaning given to those same terms in the Distribution System Code (the "Code") issued by the Ontario Energy Board. The Code is available online at: www.oeb.gov.on.ca.

Description of Expansion:

This connection requires an upgrade of approximately 15 km of 44 kV line of 3/0 ACSR to 556 AL, located upstream of the PCC.

Estimate or Firm Offer:

This offer is an estimate. It is based on a Class C Estimate, which is a rough estimate, of the capital cost of the construction of the Expansion which generally has a degree of accuracy of plus or minus fifty percent. The actual capital contribution will be revised in the future to reflect the actual costs to construct the Expansion (Please see "Capital Contribution" below for further information) using Hydro One's charge for equipment, labour and materials at Hydro One's standard rates plus Hydro One's standard overheads and interest thereon.

Capital Contribution:

You will be required to pay a capital contribution towards the Expansion.

Hydro One estimates that your capital contribution will be \$2,843,392.00 plus GST/HST in the amount of \$369,641.00 for a total of \$3,213,033.00 (the "Capital Contribution"). The Capital Contribution was calculated by Hydro One performing a preliminary economic evaluation. The economic evaluation uses a Discounted Cash Flow ("DCF") model. The calculation used to determine the amount of the Capital Contribution including all of the assumptions and inputs used to produce the economic evaluation is attached to this Offer to Connect. Also included in the Capital Contribution is the cost to provide the final design and estimate (\$89,000.00 including applicable taxes) which is required to be performed by Hydro One before actual construction of the Expansion can begin.

The Capital Contribution will be included in the Connection Cost Agreement ("CCA") that will be sent to you shortly as part of the estimated allocated cost of connection. As noted above, Hydro One will re-perform the economic evaluation using the actual costs to construct the Expansion to determine your final capital contribution towards the Expansion which will be payable as part of the final cost which Hydro One will allocate to your project in accordance with Section 16 of the CCA.

Renewable Energy Expansion Cost Cap:

If your facility is a Renewable Energy Generation Facility, the Economic Evaluation includes your Renewable Energy Expansion Cost Cap.

Alternative Bid Work:

This offer to connect includes work for which you are entitled to obtain an alternative bid ("Work Eligible for Alternative Bid"). Please see Hydro One's Conditions of Service Document referenced below for information on obtaining an alternative bid.

A description of the Work Eligible for Alternative Bid and the Work Not Eligible for Alternative Bid as well as Hydro One's Class C estimate of the costs of such work are described below. Once you execute the CCA and pay the deposits required thereunder, Hydro One will perform the final design and estimate which is required to be performed by Hydro One before any actual construction of the Work Not Eligible for Alternative Bid or Work Eligible for Alternative Bid can begin.

	Work Not Eligible for Alternative Bid (Must be performed by Hydro One)	Work Eligible for Alternative Bid (Can be Performed by Hydro One or By Alternative Bid)
Scope of Work/Description:	Hydro One will: <ul style="list-style-type: none">• Upgrade 15 km of 3/0 ACSR conductor located upstream of the PCC to 556 AL;	N/A
Labour (including design, engineering and construction)	\$1,085,000.00	\$0
Materials	\$1,350,000.00	\$0
Equipment	\$270,000.00	\$0
Overhead (including Administration)	\$440,000.00	\$0

If you choose to perform the Work Eligible for Alternative Bid, the estimated allocated cost of connection in the CCA will include the amount of \$0 being Hydro One's estimate of the additional costs (including, but not limited to, inspection costs) that will occur as a result.

Expansion Deposit:

You will be required to pay an Expansion Deposit of \$167,736.00 upon the execution of the CCA.

We will endeavor to provide a better estimate of the cost of construction of the Expansion within **90 days** from receipt of the amounts payable under the terms of the CCA. The minimum lead time before start of construction (to allow for ordering material, assigning resources, etc.) will be **60 days** from completion of the field design and staking.

Conditions of Service Document:

For a description of Hydro One's operating practices and connection rules, please see Hydro One's Conditions of Service Document which is available on-line at www.HydroOne.com.

Validity Period – Offer to Connect:

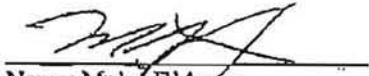
This offer to connect is based on your application for connection and is only valid for a period of:

- (a) 180 days if your generation facility is not a Capacity Allocation Exempt Small Embedded Generation Facility; or
- (b) 60 days if your generation facility is a Capacity Allocation Exempt Small Embedded Generation Facility;

and is subject to the terms and conditions of the CCA.

Sincerely,

HYDRO ONE NETWORKS INC.



Name: Myles D'Arzey

Title: Senior Vice President - Customer Operations

Schedule "E": Allocated Cost of Connection Statement

As set out in Section 16 of the Standard Terms and Conditions, Hydro One will also provide the Generator with the Allocated Cost of Connection Statement in the form below:

Project Investment No.	
Ready for service date	
Project Title	
Project Description	
Labour (including Design, Engineering, Construction and Commissioning)	
Material	
Equipment	
Overhead (including Administration and Project Management)	
Total Cost K\$	\$

Note 1: Estimated costs during project execution issued to the Generator in accordance with Schedules "A" and "C" for Hydro One Connection work associated with the Connection of the Generation Facility.



483 Bay St., Toronto, Ontario M5G 2P5

CLASS C (\pm 50%) DG CONNECTION COST ESTIMATE

Trout Creek Wind Farm – 10MW Trout Creek Wind Power Inc. 10 MW Wind Generation Project ID 12780

Revision 1

March 17, 2011

Estimated total capital contribution required from the customer: \$2,843,392

Fee for Class A (\pm 10%) DG Connection Cost Estimate report (optional): \$89,000

Note(s):

- HST is extra.
- This Class C estimate does not include the cost of forestry work or easements.
- The line expansion estimate is based on a computer analysis using various internal maps and web-based geographical maps. The final location, ownership and cost can only be determined through a site assessment by Hydro One.

DISCLAIMER

Hydro One Networks Inc.'s ("Hydro One") liability to any party with respect to the use of this Class C DG Connection Cost Estimate is limited to damages that arise directly out of the negligence or the willful misconduct of Hydro One. Under no circumstances whatsoever will Hydro One be liable for any indirect or consequential damages, loss of profit or revenues, business interruption losses, loss of contract or loss of goodwill, special damages, punitive or exemplary damages, whether any of the said liability, loss or damages arises in contract, tort or otherwise. In any event, the total liability of Hydro One will not exceed the amount(s) paid by the customer to Hydro One, if any, for this Class C DG Connection Cost Estimate.

**E&CS Project Services Department
Business Services Division**

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Date: 17-Mar-11 Project #: 12760		Distributed Generation Connection Report Draft: Subject to Change	
Project Name: Trout Creek Wind Farm			
In-Service Date: 31-Mar-14			

Discounted Cash Flow Summary			
	Before Contribution	After Contribution	
Connection Capital	\$ (53,000)	\$ (53,000)	
Expansion Capital	\$ (3,145,000)	\$ (3,145,000)	
Upstream Capital	\$ (524,000)	\$ (524,000)	
Total	\$ (3,722,000)	\$ (3,722,000)	
PV of Incremental Maintenance	\$ (59,677)	\$ (59,677)	
PV Taxes & CCA Tax Shield	\$ 592,328	\$ (19,027)	
PV of Working Capital	\$ (424)	\$ (424)	
PV of Revenue	\$ 167,736	\$ 167,736	
Total	\$ 699,961	\$ 699,961	
Potential Capital Contribution	\$ -	\$ -	
Minus Distributor Funded Expansion	\$ -	\$ 3,743,392	
Net Capital Contribution	\$ -	\$ (900,000)	
PV Surplus / (Shortfall)	\$ (3,132,039)	\$ -	

Total Capital Contribution Required (before HST)	\$ 2,843,382
HST @ 13%	\$ 369,641
Contribution Required (incl. HST)	\$ 3,213,033

Calculation of Distributor Funded Expansion (DSC 3.2.6B)	
Project MW	10 MW
Per MW as per the DSC	\$ 90,000
(A) Maximum Potential Distributor Funded Expansion	\$ 900,000
Funded Expansion may be applied against:	
Expansion Capital	\$ 3,145,000
PV of Expansion Maintenance	\$ 59,677
(B) PV of Expansion Expenditures	\$ 3,204,677
Maximum Allowed (lesser of A or B)	\$ 900,000
Other Key Assumptions	
Discount Rate	6.10%
Economic Study Horizon - Years:	20
Open Revenue applied as approved by the OCB if no separate load meter	
If separate load meter, credits and expenditures already applied for that connection	
All Capital Assets are Class 47 Transmission / Distribution Assets	

Class C (± 60%) Distributed Generation Connection Cost Estimate Breakdown
Trout Creek Wind Farm - 10 MW | Trout Creek WindPower Inc. | 10 MW Wind Generation | Project ID # 12750
Revision 1
March 17, 2011

Distribution System				
Connection Assets				
<i>Engineering & Construction Services and Grid Operations</i>				
Project management	\$		2,000	
Review of single-line diagram and protection philosophy	\$		8,000	
Review of draft and final COVER	\$		5,000	
Integration of meter point into Hydro One power quality (PQ) monitoring system	\$		5,000	
<i>Customer Operations</i>				
PME commissioning + meter cost	\$		20,000	
Customer connection at the demarcation point	\$		10,000	
DX Cover/Protection philosophy review	\$		5,000	
Project Management for connection assets	\$		4,000	
Contingency (15%)	\$		8,000	
SUBTOTAL - Connection Assets (Connection Capital)	\$		63,000	
Expansions				
<i>Not eligible for alternative bid</i>				
<i>Engineering & Construction Services</i>				
Project management	\$		33,000	
Environmental engineering	\$		7,000	
<i>Customer Operations</i>				
Reconductor 3 phase single circuit	\$		2,700,000	
Contingency (15%)	\$		405,000	
<i>Breakdown for expansion work that is not eligible for alternative bid</i>				
Labour		Materials	Equipment	Overhead/Contingency
\$ 1,085,000	\$	1,350,000	\$ 270,000	\$ 440,000
SUBTOTAL - Expansions (Expansion Capital)	\$		3,145,000	
Renewable Enabling Improvements				
<i>Engineering & Construction Services and Grid Operations</i>				
Project management	\$		2,000	
Voltage regulating controller(s)	\$		17,000	
<i>Customer Operations</i>				
Per feeder check, phase balance, protection review, etc.	\$		8,000	
Contingency (15%)	\$		1,000	
SUBTOTAL - Renewable Enabling Improvements	\$		28,000	
TOTAL - Distribution System	\$		3,236,000	
Transmission System				
Station				
<i>Engineering & Construction Services and Grid Operations</i>				
Project management	\$		4,000	
Engineering coordination and resource planning	\$		7,000	
Protection coordination and settings	\$		19,000	
Modifications to, or the addition of, feeder protection equipment	\$		111,000	
Voltage transformers (VTs)	\$		94,000	
SCADA infrastructure modification(s)	\$		44,000	
<i>Customer Operations</i>				
Station protection coordination and setting review (TS)	\$		2,000	
SUBTOTAL - Station	\$		281,000	
Telecom				
<i>Engineering & Construction Services and Grid Operations</i>				
Project management	\$		5,000	
Engineering coordination and resource planning	\$		8,000	
Transfer trip using NSQS70 at transformer station (TS)	\$		100,000	
Optical isolator(s) and telecommunication circuit connection(s) at transformer station(s) (TS)	\$		225,000	
Collection of operating data from the DG facility via wireless SCADA (DG monitoring)	\$		7,000	
SUBTOTAL - Telecom	\$		345,000	
TOTAL - Transmission System (Upstream Capital)	\$		626,000	

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ASSIGNMENT AND NOVATION AGREEMENT

THIS AGREEMENT dated the 6th day of September, 2013 but made effective as of the 9th day of August, 2013 (the "Effective Date").

AMONG:

TROUT CREEK WIND POWER INC., a corporation created under the laws of the Province of Ontario (the "Assignor")

OF THE FIRST PART

- and -

TROUT CREEK WIND ENERGY LP, a limited partnership created under the laws of the Province of Ontario (the "Assignee")

OF THE SECOND PART

- and -

HYDRO ONE NETWORKS INC., a corporation created under the laws of the Province of Ontario ("Hydro One")

OF THE THIRD PART

WHEREAS the Assignor and Hydro One are parties or successors in interest to parties to (i) the Study and Estimate Agreements listed in Schedule "A" (ii) the Connection Impact Assessment(s) for the Project, as it may have been revised from time to time, and (iii) the Connection Cost Agreement listed in Schedule "A" (such agreements and assessments, including all amendments, if any thereto, hereinafter referred to as the "Assigned Documents") associated with the connection of 10 MW wind generating facility for Project ID #12,780 (the "Facility") to Hydro One's distribution system (the "Project");

AND WHEREAS the Assignor, the Assignee, and Quantum Fuel Systems Technologies Worldwide, Inc. have entered into an Asset Purchase Agreement dated as of May 24, 2013 wherein the right, title and interest in the Assigned Documents and the Facility will be sold and/or transferred to, and will be operated by, the Assignee as of the Effective Date (the "Transaction");

AND WHEREAS the Assignor provided Hydro One with a cash deposit in the amount of \$200,000 (plus HST in the amount of \$26,000) under the terms of the Connection Cost Agreement (the "Connection Cost Deposit");

AND WHEREAS the Assignor wishes to assign to the Assignee all of the Assignor's rights and interests in the Assigned Documents as of the Effective Date;

[Handwritten signature]
[Handwritten initials]

AND WHEREAS the Assignee has agreed to assume the obligations of the Assignor with respect to the Assigned Documents;

AND WHEREAS Hydro One has agreed to consent to the assignment referred to above on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the representations, warranties, mutual covenants and agreements herein contained the parties hereto agree as follows:

1. Representations and Warranties of the Assignor to Hydro One:

The Assignor represents and warrants to Hydro One as follows that prior to the Effective Date, and acknowledges that Hydro One is relying on such representations and warranties without independent inquiry in entering into this agreement:

- (a) the Assignor is the owner of the Facility; and
- (b) the Assignor is the legal entity that is the party to an agreement with the Ontario Power Authority with respect to the sale of the output of the Facility to the Ontario Power Authority.

2. Representations and Warranties of the Assignee to Hydro One:

The Assignee represents and warrants to Hydro One as follows that as of the Effective Date, and acknowledges that Hydro One is relying on such representations and warranties without independent inquiry in entering into this agreement:

- (a) the Assignee is the owner of the Facility; and
- (b) the Assignee is the legal entity that is the party to an agreement with the Ontario Power Authority with respect to the sale of the output of the Facility to the Ontario Power Authority.

3. The Assignor hereby assigns to the Assignee, effective as of 12:01 a.m. on the Effective Date, the Assignor's entire right, title, estate and interest in and to the Assigned Documents and the Connection Cost Deposit to have and to hold the same unto the Assignee for its sole use and benefit absolutely, subject nevertheless to the terms and conditions of the Assigned Documents.

4. The Assignee hereby accepts the assignment herein provided and covenants and agrees with the Assignor and Hydro One that the Assignee shall and will from time to time and at all times hereafter be bound by and observe, carry out and perform and fulfill all of the covenants, conditions, obligations and liabilities of the Assignor:

- (a) under the Assigned Documents; and
- (b) under Hydro One's Conditions of Service, Hydro One's distribution connection process, any applicable laws of the Province of Ontario (including, but not limited to



the requirements of the *Distribution System Code* issued by the Ontario Energy Board) pertaining to the Proposed Projects, all as amended, revised or replaced from time to time;

to the same extent and with the same force and effect as though the Assignee had been the original generation proponent for the Project in the place and stead of the Assignor and had been named a party to the Assigned Documents in the place and stead of the Assignor.

5. Hydro One, by its execution herof, hereby consents to the assignment of the Assigned Documents.

6. The Assignee expressly acknowledges that in all matters relating to the Assigned Documents subsequent to the Effective Date and prior to the execution of this Agreement and its delivery to Hydro One, including but not limited to all accounting and conduct of operations the Assignor has been acting as a trustee for and duly authorized agent of the Assignee and the Assignee does hereby expressly ratify, adopt, and confirm all acts or omissions of the Assignor in its capacity as trustee and agent, to the end that all acts or omissions shall for all purposes be construed as having been made or done by the Assignee.

7. **Connection Agreement Transition Obligations**

Intentionally deleted.

8. The Assignor and the Assignee each acknowledge and agree with Hydro One that Hydro One is not making any representations or warranties to the Assignee or the Assignor with respect to the state or status of the Assigned Documents, the Project or the connection thereof to Hydro One's distribution system by consenting to the assignment of the Assigned Documents from the Assignor to the Assignee.

9. The address of the Assignee for receipt of formal notices on behalf of the Assignee under the Assigned Documents is:

Trout Creek Wind Energy LP, by its general partner, Trout Creek Wind Energy (GP) Inc.

147 Mahood Johnston Drive
Kincardine, Ontario N2Z 3A2

Attention: Charles Edey
Fax: (519) 396-3690
E-mail: chuckede@leaderwind.com

10. The HST number for the Assignee in respect of the Project is: 813499332 RT0001

11. Each of the parties hereto shall from time to time and at all times hereafter do and perform all such further acts, and execute and deliver all such further assignments, notices, releases and other

Assigned Documents and instruments, as may reasonably be required to more fully effect and assure the assignment and novation hereby contemplated.

12. Each of the Assignee and the Assignor represent and warrant to Hydro One they have received competent and independent legal advice with respect to all terms and conditions of this Agreement and the performance of any terms, conditions and covenants contemplated herein and therein to be performed by each of them.

13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns

14. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

15. Each of the parties represents and warrants that the recitals, to the extent that the recitals are applicable to that party, are true and accurate and form a part of this Agreement.

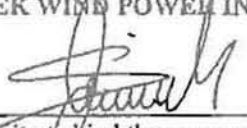
[Section 16 and signature page follows]

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16. This Agreement may be executed in any number of counterparts, including facsimile counterparts, and when a counterpart has been executed and delivered by each of the parties hereto all counterparts together shall constitute one instrument and shall have the same force and effect as if all the parties hereto had executed and delivered the same instrument.

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

TROUT CREEK WIND POWER INC.


I have the authority to bind the corporation
Name: Thomas Schneider
Title: President

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


Name: Wayne Curtis
Title: President

Name:

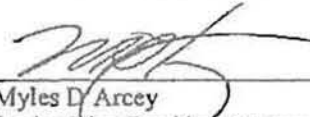
Title:

Date:

I/We have the authority to bind the corporation.

The corporation has the authority to bind the Limited Partnership.

HYDRO ONE NETWORKS INC.

Per: 
Name: Myles D. Arcey
Title: Senior Vice-President Customer Operations
I have the authority to bind the corporation.

SCHEDULE "A"

PROJECT DESCRIPTION	STUDY AND ESTIMATE AGREEMENTS	CONNECTION IMPACT ASSESSMENT	CONNECTION COST AGREEMENT
Project #12,780 – Trout Creek Wind Farm – the 10 MW wind generating facility located at Lot 17, 18 and 19, Concession 14 in the Township of Laurier, District Parry Sound, Ontario.	Study Agreement dated May 28, 2010	Connection Impact Assessment dated September 7, 2010, as it may have been revised from time to time	Connection Cost Agreement, as amended and dated June 24, 2011

