

January 18, 2017

**BY E-MAIL AND COURIER**

Ontario Energy Board  
P.O. Box 2319  
2300 Yonge Street  
27th Floor  
Toronto, ON M4P 1E4

Attention: Ms. Kirsten Walli, Board Secretary

**Re: Electricity Generation Licence EG-2015-0339, - Transfer Request - OEB file number EB-2016-0383**

We are Brownsville GP Inc., acting as general partner for and on behalf of 000625-2100 Brownsville LP (the "Transferor"), and are applying to the Ontario Energy Board (the "OEB") for leave to transfer a generation licence EG-2015-0339 pursuant to section 18(2) of the *Ontario Energy Board Act, 1998* (the "OEB Act").

The Transferor is the holder of the electricity generation licence EG-2015-0339 issued by the OEB on December 10, 2015 (the "Licence"), in respect of the 2MW(AC) ground-mounted solar photovoltaic generating facility located at 2100 Brownsville Road, Clarington Ontario (the "Generation Facility"). The Generation Facility is the subject of a Renewable Energy Feed-In Tariff (FIT) Contract with the Independent Electricity System Operator (the "IESO"), referenced with IESO contract identification # F-000625-SPV-130-505 (the "FIT Contract"). The Generation Facility operates as a distribution-embedded generating facility.

The Transferor has negotiated an asset purchase agreement with Potentia Solar 14 GP Inc., acting as general partner for and on behalf of, Potentia Solar 14 Limited Partnership (the "Transferee") pursuant to which the Transferor will transfer to the Transferee all of the Transferor's right, title and interest in and to the Generation Facility and all agreements, licences, permits and other documents and instruments that are required for the operating of the Generating Facility in accordance with the terms of the FIT Contract and applicable laws (such agreement, the "Purchase Agreement").

The Transferee is a wholly owned entity of Potentia Renewables Inc. ("Potentia"). Potentia Renewables is an Independent Power Producer focused on developing, owning and operating solar photovoltaic energy systems for rooftop and ground installations. Potentia's current portfolio includes 539 operating solar assets (a total of 88MWdc) in Ontario with an additional 38 under construction and 141 under development.

The Transferor and Transferee have applied for and obtained the consent of the IESO to transfer the FIT Contract to the Transferee, and have entered into a Consent, Assumption and Acknowledgement Agreement with the IESO dated January 17, 2017, which is attached as Schedule A to this request (the "IESO Consent"). Subject to obtaining the permission of the OEB to transfer the Licence as requested herein, the Transferor and Transferee expect to execute and close the Purchase Agreement in respect of the Generating Facility within sixty (60) days, which is the authorization period provided for in the IESO

Consent. Pursuant to the terms of the IESO Consent, the Transferor and Transferee will provide a joint notice to the IESO confirming that the "Assignment" (as defined in the IESO Consent) has been completed no later than three (3) business days following the closing of the Purchase Agreement.

The Transferor and Transferee are seeking the permission of the OEB to effect the transfer of the Licence from the Transferor to the Transferee contemporaneously with the transfer of: (a) the Generation Facility; and (b) the FIT Contract; in the same manner as the transfer of the FIT Contract is provided for under the IESO Consent. Provided that leave of the OEB to transfer the Licence is granted as requested herein, the Transferor and Transferee would provide notice to the OEB of the completion of the transfer of the Licence on the same date as the Transferor and Transferee provide notice to the IESO confirming that the Generation Facility and the FIT Contract has been transferred from the Transferor to the Transferee.

Recognizing that the transfer of the Generating Facility cannot be completed without the Transferee holding an electricity generation licence, and the Licence cannot be transferred without leave of the OEB pursuant to Section 18(2) of the OEB Act, we would appreciate the OEB's prompt attention to this request.

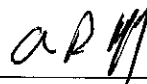
The new licensee will be "Potentia Solar 14 GP Inc., acting as general partner for and on behalf of, Potentia Solar 14 Limited Partnership", and the licensee contact person for the OEB's records is Ms. Michèle Smith (at [msmith@potentiarenewables.com](mailto:msmith@potentiarenewables.com) / ph- 416-814-4423).

We would be happy to discuss any questions or concerns the OEB may have in regards to this request. Any questions or correspondence on this matter for the Transferor can be direct to Mr. Andrew Knapp (at [aknapp@moosepower.ca](mailto:aknapp@moosepower.ca) / ph- 647-478-5438) and for the Transferee can be direct to Ms. Michèle Smith (at [msmith@potentiarenewables.com](mailto:msmith@potentiarenewables.com) / ph- 416-814-4423).

Sincerely,

**BROWNSVILLE GP INC.**, as general partner for and on behalf of, **000625-2100 BROWNSVILLE LP**

By:



Name: Andrew Knapp

Title: Director

Cc: Viive Sawler, Director of Licensing (by email)

## Schedule A – IESO Consent, Assumption and Acknowledgement



Independent Electricity  
System Operator

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

**CONSENT, ASSUMPTION AND  
ACKNOWLEDGEMENT AGREEMENT  
FOR POST-COD ASSIGNMENT  
FIT CONTRACT VERSIONS 1.3 & 1.5  
(2015-06)**

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

the 17<sup>th</sup> day of January, 2017

**BETWEEN:**

**000625-2100 BROWNSVILLE LP**

a limited partnership formed under the laws of Ontario  
(the "Supplier");

- and -

**POTENTIA SOLAR 14 LIMITED PARTNERSHIP**

a limited partnership formed under the laws of Ontario  
(the "Assignee");

- and -

**INDEPENDENT ELECTRICITY SYSTEM OPERATOR,**

a statutory corporation without share capital amalgamated under the laws of the  
Province of Ontario (the "IESO");

**WHEREAS** Hybridyne Power Generation Site A Inc. and the predecessor entity to the IESO ("OPA"), which entity amalgamated with the Independent Electricity System Operator on January 1, 2015, entered into a Feed-In Tariff Contract dated April 27, 2010 designated as FIT# F-000625-SPV-130-505 (the "Contract");

**AND WHEREAS** Hybridyne Power Generation Site A Inc. assigned the Contract to the Supplier on September 29, 2015 and in accordance with the Contract Hybridyne Power Generation Site A Inc., the Supplier and the IESO entered into an Assumption and Acknowledgement Agreement dated September 29, 2015;

**AND WHEREAS** the Supplier granted security over its assets, and in accordance with the Contract the Supplier, Moose Power Inc. (the "Security Agent") and the IESO entered into a Secured Lender Consent and Acknowledgement Agreement dated December 1, 2015;

**AND WHEREAS** the Contract Facility reached Commercial Operation on February 19, 2015;

**AND WHEREAS** the Supplier wishes to assign the Contract (the "Assignment") to the Assignee pursuant to Section 15.5(a) of the Contract;

**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**

Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Contract, and "including (or includes)" shall mean "including (or includes) without limitation". References to particular articles, sections or subsections of the Contract shall be deemed to be references to Schedule 1 of the Contract, unless the context otherwise requires. This Agreement is being entered into pursuant to the Contract only, and shall not be deemed to be notice to, or an acknowledgement or consent of, the IESO for the purposes of the IESO Market Rules.

**2. Representations and Warranties**

The Supplier and the Assignee hereby jointly and severally represent and warrant to and agree and covenant with the IESO, as at the date hereof and as at the date of the Assignment, acknowledging that the IESO is relying on such representations as a condition of entering into this Agreement and as a condition precedent to Sections 4(e), (g) and 5 hereof, that:

- (a) the recitals preceding Section 1 in this Agreement are true and correct;
- (b) the Supplier and the Assignee each have, and shall have as at the date of the Assignment, complied with all Laws and Regulations in respect of the Assignment;
- (c) the information provided to the IESO 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 IESO misleading;
- (d) no Supplier Event of Default that has not been remedied has occurred nor shall have occurred or be occurring prior to or at the time of the Assignment;
- (e) except for Section 6.1(f) of the Contract, the representations set out in Section 6.1 of the Contract are restated by the Assignee and the Supplier with effect as of the date hereof and the date of the Assignment and references to "Supplier" and "Agreement" therein shall be deemed to be references to the Assignee and this Agreement, respectively. Other than in respect of the Assignment, the representations set out in Section 6.1(f) of the Contract are restated by the Supplier and the Assignee with effect as of the date hereof and the date of the Assignment;
- (f) the Contract Facility has achieved Commercial Operation;

- (g) the Assignee has, or by the date of the Assignment will have, acquired all of the ownership or leasehold interests in the Facility and, in particular, all existing agreements and rights, including leases, options, priority permits and Aboriginal Community permits, relating to the Facility or the lands pertaining to the Facility which are required to operate the Facility in accordance with the terms of the Contract, including Section 2.7(a) of the Contract, have been, or by the date of the Assignment will have been, assigned to the Assignee and the Assignee has, or by the date of the Assignment will have, Access Rights to the Site;
- (h) 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 IESO, 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 IESO (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;
- (i) all requirements for the Supplier or the Assignee to make any filing, declaration 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 Agreement have been satisfied;
- (j) the Assignment will not have a Material Adverse Effect on the ability of the Supplier, or post-Assignment, the Assignee, to perform its obligations under the Contract;
- (k) no Force Majeure is occurring and the Supplier is not aware of any reason that any Force Majeure may occur;
- (l) there is no Secured Lender or Secured Lender Security Agreement in respect of the Contract nor shall there be at the date of the Assignment or, if there is, each Secured Lender has executed this Agreement and consented hereto as provided below;
- (m) the Assignment will not cause the Supplier, or, post-Assignment, the Assignee, to breach the obligation to own or lease the Facility as set out in Section 2.7(a) of the Contract;
- (n) the Assignee is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada), or if it is a non-resident of Canada, the Assignee acknowledges payments under the Contract may be reduced pursuant to Section 15.5(e);

- (o) the Supplier has complied with Article 5 of the Contract (as may be modified by Section 15.7(a), (b) and (g) in the case of an Aboriginal Participation Project, Section 15.8(a), (b) and (g) in the case of a Community Participation Project or 15.9(a), (b) and (c) in the case of a combined Aboriginal Participation Project and Community Participation Project) and the Assignee has provided, or will have provided by the date of the Assignment, where required by Section 6 of this Agreement, the IESO with Completion and Performance Security to replace the Completion and Performance Security provided by the Supplier; and,
- (p) the Contract is not in relation to an Aboriginal Participation Project or a Community Participation Project.

### **3. Conditions Precedent**

As conditions precedent to Section 4(e), (g) and 5 hereof, as at the date and time of the Assignment:

- (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 6 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 and time of the Assignment.
- (b) The Assignee acknowledges that if an Aboriginal Price Adder or a Community Price Adder is to be applied to the Project, regardless of whether the Supplier has previously provided the required declaration pursuant to Section 15.7 or 15.8 of the Contract, the Assignee must provide an Aboriginal Participation Project Declaration or Community Participation Project Declaration Project, as applicable, pursuant to Section 15.7 or 15.8, in order for the Aboriginal Price Adder or Community Price Adder, as applicable, to apply to the Project.
- (c) The Supplier and the Assignee shall notify the IESO in writing by notice executed jointly by the Supplier and the Assignee, not more than three (3) Business Days following the Assignment, of such Assignment and the time thereof.
- (d) The Assignment shall have taken place by no later than sixty (60) days after the date hereof, following which date, if such Assignment has not occurred, this Agreement, including Section 4(e), (g) and 5 hereof, shall be null and void and of no further effect in respect of the Assignment.
- (e) Subject to the terms of this Agreement, the IESO hereby consents to the Assignment pursuant to Section 15.5(a) of the Contract as requested by the

Supplier provided that the Assignment takes place in accordance with and subject to all applicable provisions of the Contract.

- (f) This Agreement shall not be deemed to waive or modify in any respect any rights of the IESO under the Contract except as expressly provided in this Agreement.
- (g) Upon completion of the Assignment in accordance with this Agreement and all other requirements of the Contract applicable thereto, the Supplier shall be relieved of all its duties, obligations and liabilities under the Contract.

#### **5. Acknowledgment of the IESO**

Subject to the terms of this Agreement, the IESO hereby acknowledges that, as at the date of the Assignment the Supplier and the Assignee shall have complied with the requirements of Section 15.5(a) of the Contract in respect of the Assignment.

#### **6. Completion and Performance Security**

In respect of the requirement to provide Completion and Performance Security to the IESO under Article 5 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 IESO 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 IESO to use the Completion and Performance Security previously provided to the IESO by the Supplier, in accordance with Section 5.1 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 IESO'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 IESO 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 the Contract and, for clarity, the Supplier acknowledges and agrees that if such Completion and Performance Security is returned by the IESO it will be returned to the Assignee.

#### **7. Contract 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 IESO 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. In particular, except as expressly provided in this Agreement:

- (a) no assignment of any FIT Contract or any Application shall be made or permitted to be made pursuant to this Agreement other than the Assignment; and
- (b) the IESO 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.

#### 8. Confidentiality

This Agreement constitutes Confidential Information of the IESO and shall be subject to Article 7 of the Contract. The IESO may, in its sole and absolute discretion, publicly disclose, on the Website or otherwise, details in respect of the subject matter of this Agreement.

#### 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) Breach of any representation, warranty, covenant or other provision hereof shall be deemed to be a Supplier Event of Default under the FIT Contract pursuant to which the IESO may *inter alia* pursue any remedy available to it under Section 9.2 of the FIT Contract, including without limitation drawing on the Completion and Performance Security.
- (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, 1.12, 14.6, 15.1, 15.2, 15.4, 15.13 and 15.14 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.

#### 11. Notices

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

**Potentia Solar 14 Limited Partnership**  
200 Wellington Street West, Suite 1102  
P.O. Box 169  
Toronto, ON  
M5V 3C7

ATTN: Michele Smith, Vice President Regulatory and Compliance  
Tel: (416) 814-4423  
Fax: (416) 815-1339  
Email: [msmith@potentiasolar.com](mailto:msmith@potentiasolar.com)

Additional Contact Information:

ATTN: Anna Tarakanova, Portfolio Manager  
Tel: (416) 703-1911 x. 316  
Fax: (416) 815-1339  
Email: [atarakanova@potentiarenewables.com](mailto:atarakanova@potentiarenewables.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.

000625-2100 BROWNSVILLE LP, by its  
general partner, BROWNSVILLE GP INC.

By: AR  
Name: Andrew Knapp  
Title: Director

I have the authority to bind the corporation.

POTENTIA SOLAR 14 LIMITED  
PARTNERSHIP, by its general partner,  
POTENTIA SOLAR 14 GP INC.

By: [Signature]  
Name: Carlos Asimakis  
Title: President

I have the authority to bind the corporation.

INDEPENDENT ELECTRICITY SYSTEM  
OPERATOR

By: [Signature]  
Name: Michael Killeavy  
Title: Director, Contract Management  
Market & Resource Development

I have the authority to bind the corporation.

The undersigned, as Security Agent, hereby consents to the foregoing as of the day first written above.

MOOSE POWER INC.

By: AR  
Name: Andrew Knapp  
Title: Managing Director

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

I/We have the authority to bind the corporation.