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B A R R I S T E R S A N D S O L I C I T O R S

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May 17, 2018

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto ON M4P 1E4
Attn: Ms. Kirsten Walli
Board Secretary

Dear Ms Walli:

Re: Hydro One Networks Inc. ("Hydro One")
Ontario Energy Board File EB-2017-0364
Lake Superior Link Project - Hearing of NextBridge Motion
Undertaking Response of BLP First Nations

Please find attached to this letter the undertaking response by BLP First Nations taken during the Technical Conference on May 16, 2018 in the file EB-2017-0364.

Please contact the undersigned if you have any questions.

Yours truly,

Olthuis, Kleer, Townshend LLP

JULIE-ANNE PARISEAU

cc. Kate Kempton, Olthuis Kleer Townshend LLP

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Bamkushwada to file the exclusivity portions of the agreement which the Chiefs have with Nextbridge.

RESPONSE

Exclusivity; Non-Competition

During the term of this Agreement, BLP and the First Nations shall not, and shall cause each of their respective Affiliates and related parties (together, the “**Restricted Persons**”) not to, directly or indirectly, whether alone or jointly with one or more Persons, engage in negotiations or discussions with any Person, solicit or entertain proposals from any Person, submit any indication of interest or bid to any Person, or provide to any Person information, in each case, other than with or to the Partnership, the General Partner or the Original Limited Partners, or their respective Affiliates or Representatives, regarding the Project, the Partnership, the System Upgrades and/or the existing East-West Tie transmission line, and/or any transaction that entails the pursuit or development of any of the foregoing with a developer other than the Partnership, or an intended objective of which is to impede, frustrate or compete with any of the foregoing (each, a “**Competing Transaction**”), nor shall any Restricted Person otherwise be involved with a Competing Transaction (whether as an investor, lender, advisor or in any other capacity) except, in each case, with the prior written consent of the General Partner in its capacity as general partner of the Partnership, in its sole discretion. BLP and each of the First Nations jointly and severally represents and warrants to the Partnership and the Original Limited Partners that none of them, nor any of the other Restricted Persons, have undertaken a Competing Transaction or taken any of the other actions prohibited by this Section since May 6, 2014, being the date of the “NextBridge Investment Term Sheet” between the Partnership, BLP and the First Nations.