AMENDED AND RESTATED BUSINESS AND SERVICES AGREEMENT (the "Agreement")

THIS AGREEMENT made as of the 31 day of July, 2020.

BETWEEN:

ONTARIO POWER GENERATION INC., a Corporation incorporated under the laws of the Province of Ontario, Canada

(hereinafter called "**OPG**")

- and -

LAURENTIS ENERGY PARTNERS INC., a Corporation incorporated under the laws of the Province of Ontario, Canada
(hereinafter called "**LEP**").

WHEREAS

1. OPG is a power generating company having personnel with experience in the nuclear, hydroelectric and thermal industry and associated support infrastructure.

2. LEP, a wholly owned subsidiary of OPG, is a company organized to provide operation, management, emergency planning, construction, development, operation, maintenance, inspection and technical services to the nuclear, hydroelectric and thermal industry.

3. To perform these services, LEP wishes to have access to personnel and certain equipment or materials and procure a range of professional and corporate support services from OPG.

4. OPG agrees to provide personnel and certain equipment or materials and supply these professional and corporate support services to LEP, if and when available.

5. OPG also wishes to retain LEP from time to time to provide, and LEP agrees to supply to OPG, LEP Services (as defined below) in accordance with this Agreement.

6. The parties entered into an agreement to set out the terms and conditions upon which OPG would provide such personnel, certain equipment or materials and services to LEP dated as of May 28, 2012 (the "Original Agreement").

7. The Original Agreement was amended and restated by agreement dated as of December 23, 2015 and was amended by Amendment 2 dated as of December 30, 2017 and Amendment 3 dated as of July 22, 2020 (the "Amended Agreement").

8. OPG and LEP now wish to amend and restate the Amended Agreement as set out herein in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto) the parties covenant and agree each with the other as follows:

ARTICLE 0.1
APPLICATION

0.1.1 This Agreement governs:

0.1.2.1 OPG's provision to LEP of personnel and certain equipment or materials, access to OPG property and assets, and professional and corporate support services; and

0.1.2.2 LEP's provision of LEP Services to OPG.

0.1.2 The process for requesting, releasing and recording services to be provided under this Agreement is set out in Appendix A.

ARTICLE 1
PROVISION OF PERSONNEL

1.1 LEP Support Employees. Subject to the terms and conditions herein, OPG will provide or arrange for the provision of existing OPG employees or other OPG labour resources to LEP, as may be requested by LEP. Existing OPG employees may provide support in executing and managing LEP's operations on a full-time basis ("Secondments") or perform discrete work characterized by tasks, activities, or duties for or on behalf of LEP, including to parties with whom LEP has a commercial relationship for the provision of services ("Operational Resources"). Collectively, Secondments and Operational Resources represent "**LEP Support Employees**".

1.2 OPG Support Employees. Subject to the terms and conditions herein, LEP will provide or arrange for, from time to time, the provision of existing LEP employees or other LEP labour resources to OPG, as requested by OPG (collectively, "OPG Support Employees") to perform duties for or on behalf of OPG, including to parties with whom OPG has a commercial relationship for the provision of services. In doing so, LEP will also provide OPG with an estimate of costs OPG, can expect to incur in procuring this service.

1.3 Annual Employee Plan. LEP shall deliver to OPG an annual employee resourcing plan setting out expected Secondments requirements for internal business support and Operational Resources requirements, including for commercial or technical support needs arising from possible commercial opportunities for the upcoming year. Upon receipt of the LEP employee plan, OPG shall review and notify LEP of any anticipated resourcing constraints. For clarity, the employee plan is expected to be provided as part of the annual business planning process completed by LEP in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. LEP and OPG shall coordinate throughout the term of this Agreement to ensure that LEP has continuous access to OPG's employee resources subject to the qualifications set out in Section 1.3.

1.4 LEP Support Employee Assignment Requests. LEP shall make all LEP Support Employee requests to OPG as promptly as possible. Such request shall specify the number of LEP Support Employees needed, the expected duration of such requested services and the type of services that will be performed by the requested LEP Support Employees. The parties agree that the choice of which employee and how many employees are made available as LEP Support Employees is subject to the mutual approval of both parties. Notwithstanding the foregoing, OPG is under no obligation to provide any employees to LEP if such resource allocation would result in an impact to the current service standard levels provided at OPG's facilities, or would represent a reasonable risk to the safe operations of OPG's facilities.

1.5 LEP Support Assignment Agreement. OPG will enter into a subcontract agreement, secondment agreement, work assignment or such other form of agreement or document agreed to between LEP and OPG (a "**LEP Support Assignment Agreement**") to document the terms of any LEP Support Employee assignment. LEP Support Assignment Agreements will be among LEP and OPG, and if necessary, the applicable LEP Support Employee, and will specify that the LEP Support Employee will be working on behalf of LEP, identifying the work locations designated by LEP, and other terms of the assignment agreeable to OPG, LEP and the LEP Support Employee, if applicable. Each LEP Support Assignment Agreement shall ensure that LEP's confidentiality obligations to third party clients will be adhered to by such LEP Support Employee. All LEP Support Employees will remain employees of OPG and not become employees, servants or agents (except to the extent expressly specified in the applicable LEP Support Assignment Agreement) of LEP. All pay and benefits of the LEP Support Employees will continue to be the responsibility of OPG.

1.6 Invoices and Expenses. OPG will, in accordance with Article 7 or as otherwise agreed to between LEP and OPG, invoice LEP at the greater of:

1.6.1 the market price for providing those services as appropriate, and

1.6.2 all costs incurred by OPG in providing the services including:

1.6.2.1 OPG's applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs incurred by OPG with respect to the administration of the employees incurred by OPG for each LEP Support Employee and any additional costs paid by OPG in accordance with the LEP Support Assignment Agreements for those LEP Support Employees;

1.6.2.2 all third party expenses incurred by OPG in providing those services; and

1.6.2.3 the direct cost of certain equipment or materials, or other deliverables used to provide the services.

1.7 Incurred Expenses. In the event that OPG reimburses the expenses incurred by LEP Support Employees while working for LEP, in accordance with the terms of the LEP Support Assignment Agreement, LEP will reimburse OPG for such expenses in accordance with the terms of the Services Appendix (As defined under Article 4A).

1.8 Service Standards. LEP Support Employees will follow, at a minimum, the principles contained in OPG's Safe Operations Rules, OPG's Code of Business Conduct, LEP's Code of Business Conduct and all applicable quality assurance programs implemented by either OPG or LEP's clients. In addition, LEP will ensure that all LEP Support Employees comply with the safety programs of the applicable jurisdiction in which they are performing services on behalf of LEP.

1.9 The parties agree that the work and services provided by LEP Support Employees are separate and distinct from the Professional and Corporate Services provided by OPG to LEP in accordance with Section 3 and shall be invoiced by OPG separately from such Professional and Corporate Services.

1.10 OPG acknowledges and agrees that the Employee resources contemplated in this Agreement may be characterized by LEP to third party clients as a prime contractor subcontractor relationship. OPG will provide such further assurances of such arrangement, as may be reasonably requested by LEP.

ARTICLE 2
PROVISION OF CAPITAL EQUIPMENT

2.1 Allocated Equipment. Subject to the terms and conditions herein, upon request from LEP, OPG will rent, lease or sell, as applicable, from time to time, certain equipment or materials ("**LEP Allocated Equipment**") to LEP so that it can provide services to third parties for the purposes of carrying on LEP's business activities. LEP Allocated Equipment shall include all necessary licenses, permits and approvals related to the transfer and use of such equipment, to the extent such licenses, permits and approvals can be transferred to, or otherwise relied on by, LEP.

2.2 Annual Equipment Plan. LEP shall deliver to OPG an annual equipment plan setting out potential equipment resource requirements for the upcoming year. Upon receipt of the LEP equipment plan, OPG shall review and notify LEP of any anticipated resourcing constraints and identify any potential contingency resources that may be available for such year. For clarity, the annual equipment plan is expected to be provided as part of the annual business planning process completed by LEP in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. LEP and OPG shall coordinate throughout the term of this agreement to ensure that LEP has continuous access to OPG's equipment resources subject to the qualifications in Section 2.3.

2.3 Equipment Requests. LEP shall make all requests for certain equipment and material to OPG as promptly as possible. Such request shall specify the type of equipment or materials requested, the location such equipment or material will be used at, the expected duration such equipment or material will be needed and the preferred nature of the equipment or material agreement (i.e. rental or sale). OPG is under no obligation to provide any LEP Allocated Equipment if such resource allocation would result in an impact to the current service standard levels provided at OPG's facilities, would represent a reasonable risk to the safe operations of OPG's facilities.

2.4 Allocated Equipment Agreements. Upon receipt and approval of a request for LEP Allocated Equipment from LEP, OPG will document the terms and condition of the rental or sale agreement, as applicable, between LEP and OPG (a "**LEP Allocated Equipment Agreement**"). Any and all costs incurred by OPG to rent or sell LEP Allocated Equipment to LEP will be borne wholly by LEP, including, without limitation the cost of all activities· required to document, supply and deliver the LEP Allocated Equipment, all applicable freight, insurance, taxes and other charges incurred by OPG and reasonable wear and tear costs. Except as otherwise specified herein, LEP Allocated Equipment will be rented or sold, as applicable, at OPG's net book value by applying the remaining useful life to determine the calculated cost of such LEP Allocated Equipment, including a return on invested capital.

2.5 Ownership. Except as otherwise provided in a LEP Allocated Equipment Agreement, the LEP Allocated Equipment is, and shall at all times be and remain, solely and exclusively the property of OPG, and no right, title or interest in the LEP Allocated Equipment shall pass to LEP other than the right of LEP to possess and use the LEP Allocated Equipment for the term as provided in the LEP Allocated Equipment Agreement or as otherwise agreed to between OPG and LEP. The LEP Allocated Equipment shall remain personal property notwithstanding that the LEP Allocated Equipment or any part of the LEP Allocated Equipment may be affixed or attached to any other personal or real property.

2.6 Liability and Insurance. LEP shall be liable to OPG for all loss or damage (reasonable wear and tear excepted), cost, expense, charge, fine or penalty arising out of the LEP Allocated Equipment for the duration such LEP Allocated Equipment is in the custody and control of LEP. LEP shall give OPG notification of any loss or damage promptly upon LEP becoming aware of same. In the event of any such loss or damage, LEP shall pay to OPG the cost of either repairing or replacing the LEP Allocated Equipment or portion thereof that is subject to the loss or damage. LEP Allocated

Equipment will be and remain at the risk of LEP until returned to OPG in accordance with the LEP Allocated Equipment Agreement. LEP will continue in full force and effect all insurance policies required in accordance with the LEP Allocated Equipment Agreement and give all notices and present all claims under all insurance policies in due and timely fashion.

ARTICLE 2.1
NUCLEAR LIABILITY PROTECTION FOR LEP AND ITS SUBCONTRACTORS OR SUPPLIERS

For purposes of this Article 2.1:

"**Losses**" means any and all losses of any kind or nature, including but not limited to economic loss, damage to property, personal injury, psychological damage, the cost of measures of reinstatement of impaired environment, cost of preventative measures and loss of income; provided, further, that nothing is excluded from the ambit of Losses, including heads of damage which are traditionally not recoverable at law. Losses includes but is not limited to damages, injuries, Claims (to include any costs incurred in respect thereof), demands, costs, adverse judgments, findings or rulings, penalties, expenses, payments, liabilities, whether personal, economic or preventative, direct or consequential, and whether incurred through settlement, in a court of law, in arbitration, in a regulatory proceeding or as a result of the directive, determination, finding, or order of a Governmental Authority or any obligation imposed by operation of any applicable law, or otherwise.

"**Nuclear Damage**" means any Losses, of any kind, to the extent that the Losses arise out of or result from a Nuclear Incident at an OPG facility.

"**Nuclear Incident**" means, in respect of the Nuclear Installation, any of the following, or any combination thereof:

a) a "nuclear incident" as defined under the Nuclear Liability and Compensation Act (Canada) or a nuclear liability convention; or

b) any emission of ionizing radiation from any source of radiation within, or released from, the Nuclear Installation; or

c) any occurrence involving Nuclear Material to the extent that such occurrence arises out of, or results from, or is connected with the radioactive properties, or a combination of the radioactive properties, and any toxic, explosive or other hazardous properties of, such Nuclear Material; or

d) any occurrence involving both non-nuclear material and, as described in (c) above, Nuclear Material, to the extent that it cannot be identified as having been caused only by the non-nuclear material; or

e) any occurrence elsewhere than on the site of the Nuclear Installation involving Nuclear Material which at the time of such occurrence:

    1) is being transported to or from such site;

    2) is being transported by or on behalf of any party, whether or not to or from

such site;

3) is Nuclear Material that has been on such site, or has been transported to or from such site, or has been transported by or on behalf of any party, whether or not to or from such site,

in each case to the extent that such occurrence arises out of or results from or is connected with the radioactive properties, or a combination of the radioactive properties and any toxic, explosive or other hazardous properties of, such Nuclear Material.

"**Nuclear Installation**" means any of the following:

a) any Nuclear Reactor owned and operated by OPG;

b) any factory using Nuclear Fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the re-processing of irradiated Nuclear Fuel owned and operated by OPG; and

c) any facility where Nuclear Material is stored owned and operated by OPG.

"**Nuclear Material**" means any of the following:

a) "nuclear material" as defined under the legislation of the Installation State;

b) nuclear Fuel, other than natural uranium or depleted uranium, that can produce energy by a self-sustaining nuclear fission chain reaction outside a nuclear reactor either alone or in combination with another material; and

c) radioactive products or waste.

"**Operator**" means, in relation to the Nuclear Installation, the person designated or recognized by the Installation State as the operator of that nuclear facility or who is otherwise the *de facto* operator of that nuclear facility.

2.1.1 The Parties expressly acknowledge and agree that in no event and under no circumstances shall LEP, irrespective of any of its activities, assume any role as Operator or be deemed to be an Operator of a Nuclear Installation.

2.1.2 The Parties acknowledge that OPG may, from time to time, allow LEP to access its Nuclear Installations and that Nuclear Damage may arise out of or relate to LEP's potential activities and uses permitted or contemplated under the Agreement. As between the Parties, OPG shall be exclusively and absolutely liable for all Nuclear Damage, wherever suffered or incurred and however caused, and OPG waives all rights (both present and future) to make any claim against LEP in respect thereof. OPG shall indemnify, defend and hold harmless LEP from and against all Nuclear Damage wherever suffered or incurred and however caused, without limitation, as a result of, in respect of, or in any way related to, connected to, or arising out of LEP's potential activities and uses permitted or contemplated under the Agreement.

2.1.3 LEP shall not have any liability for, and OPG shall waive all rights (both present and future) against LEP in respect of, loss of, or loss of use of, property at the Nuclear Installation, or to the means of transport, or to storage incidental to transport of Nuclear Material for which OPG is responsible at

law.

2.1.4 The parties acknowledge that LEP may be asked by its contractual counterparties to obtain from OPG certain waivers or indemnities in respect of Nuclear Damage. Where it is necessary to LEP's business and appropriate in the opinion of OPG's Law Division, OPG authorizes LEP to flow down nuclear liability protection to its subcontractors or suppliers up to the full measure of protection afforded to LEP under this Agreement. However, the degree of nuclear liability protection that OPG authorizes LEP to flow down to its subcontractors or suppliers in a given circumstance is in accordance with the following terms:

2.1.4.1.1 in respect of subcontractors or suppliers who have recently entered into a direct contract with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG has agreed to in such direct contracts with these suppliers or subcontractors; or

2.1.4.1.2 in respect of subcontractors or suppliers who have not recently entered into direct contracts with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG recently has agreed to in a direct contract with a similarly situated subcontractor or supplier.

ARTICLE 3
PROFESSIONAL AND CORPORATE SERVICES

3.1 Professional and Corporate Services. OPG will provide or arrange for the provision of professional and corporate services required in connection with the operation of the business interests of LEP and as requested by LEP. The fees for Professional and Corporate Services will be based on the actual fully burdened OPG labour rates per hour, and will include OPG's applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs incurred by OPG with respect to the administration of the services and will be charged on a monthly basis. LEP will be consulted prior to external services being retained or consulted.

ARTICLE 4A
LEP PROVISION OF SERVICES AND GOODS

4A.1 In this Section 4A, the following terms have the respective meanings set out below:

4A.1.1 "**Applicable Laws**" in respect of any person, property, transaction or event, means: (1) all applicable laws, statutes, regulations, municipal by-laws and ordinances and treaties, including Environmental Laws; (2) any requirements under or prescribed by applicable common law, judgments, orders and decrees; (3) all Codes and Standards, applicable to that person, property, transaction or event at the applicable time and, whether or not having the force of law; and (4) all applicable Approvals.

4A.1.2 "**Approvals**" means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the Services as may be required by a Services Appendix, this Agreement or by any applicable governmental authorities having or purporting to have authority over

the subject matter contemplated herein

4A.1.3 "**Codes and Standards**" means all requirements, licences, requests, directives, rules, guidelines, standards, specifications, codes, instructions, circulars, manuals and procedures as may be required by a Services Appendix, this Agreement or by any applicable governmental authorities having, or purporting to have, authority over the subject matter contemplated herein.

4A.1.4 "**Environmental Laws**" means any Applicable Laws relating to the protection of the natural environment (including any species that might make use of it) or human health or the import, use, storage, transportation or disposal of any hazardous materials.

4A.1.5 "**Goods**" means any goods, materials, instruments, devices, articles, supplies and equipment, or components of any of them, delivered or required to be delivered OPG under a Services Appendix.

4A.1.6 "**LEP Personnel**" means all personnel used by LEP or assisting LEP in the provision of the LEP Services including any personnel, staff, labour and other employees of LEP or a Subcontractor and any Subcontractor who is an individual.

4A.1.7 "**Losses**" means all claims, demands, costs, penalties, expenses, liabilities, injuries, losses and damages (including all reasonable fees and charges of engineers, architects, accountants, lawyers and other professionals and experts).

4A.1.8 "**Services**" means providing all labour, materials, services, Goods, data, consumables and acts required to be supplied or performed by LEP a Services Appendix and the delivery of any submittals required to supply the Goods and Services in the prescribed manner.

4A.1.9 "**Site**" means the land or actual place designated by OPG for the performance of LEP services.

4A.1.10 "**Subcontractor**" means a person (including the person's heirs, executors, administrators, personal and legal representatives, successors and permitted assigns) who supplies or performs any LEP Services under an agreement with LEP, another Subcontractor or a combination of LEP and another Subcontractor.

4A.2 For the purposes of this Agreement "**Service Appendix**" means an OPG generated electronic or paper form in the form of "**Appendix A"** issued to LEP as evidence of an order for LEP Services under this Agreement.

4A.3 During the term, LEP may, from time to time, be retained by OPG to provide Goods and Services as described in a Service Appendix (the "**LEP Services**").

4A.4 LEP will perform the LEP Services in accordance with the terms and conditions of this Agreement and any additional terms and conditions set out in the Service Appendix.

4A.5 **Change in the Services.** OPG may, without invalidating a Services Appendix, request LEP in writing to make changes in the Services. When a change causes an increase or decrease in the cost, scope or schedule, the Fees and schedule will be modified as agreed upon between LEP and OPG.

4A.6 **Invoicing**

4A.6.1 **Original Invoice.** On a monthly basis or the frequency set out in the Service Appendix, LEP will electronically submit to OPG an invoice containing:

4A.6.1.1 the total amount owing by OPG in accordance with the Service Appendix (showing separately all amounts due as Canadian goods and services tax/harmonized sales tax levied under the *Excise Tax Act* (Canada) and expressly stating any amounts invoiced in a currency other than Canadian dollars);

4A.6.1.2 the OPG Service Appendix number and line number, if applicable;

4A.6.1.3 LEP's full name and address;

4A.6.1.4 the name of a contact individual at LEP, with a telephone number;

4A.6.1.5 electronic transfer instructions;

4A.6.1.6 LEP's invoice number (which must be unique for each invoice);

4A.6.1.7 the invoice date (which must be the date the invoice is delivered);

4A.6.1.8 the value of LEP Services provided in Canada and outside Canada, identified separately; and

4A.6.1.9 LEP's 15 digit registration number for the purposes of Part IX of the *Excise Tax Act* (Canada).

4A.6.2 **Payment Terms**. OPG will aggregate all outstanding invoices received and accepted by OPG for payment before the 25th day of each month. Subject to any Applicable Laws, OPG will pay LEP this aggregate amount electronically on the 25th day of the following month. All payments are conditional, however, on LEP fulfilling its obligations and making satisfactory progress in providing the LEP Services before the date payment is made. OPG's will determine whether or not such obligations have been fulfilled and progress is satisfactory.

4A.7 **Fees**. In consideration of the provision of the LEP Services, OPG agrees to pay to LEP the fees that are set out in the applicable Service Appendix (the "**Fees**"), which Fees (i) will not exceed the market price as appropriate and (ii) will include payment for the completion of the LEP Services under the applicable Service Appendix and the preparation and delivery to OPG of all deliverables to be provided by LEP in connection therewith.

4A.14.1 The Fees will include:

4A.7.1.1 LEP's applicable employee costs including salary, incentive compensation, standard LEP allocations for benefits and pension and any applicable overhead or administrative costs

incurred by LEP with respect to the administration of the employees incurred by LEP for each OPG Support Employee and any additional costs paid by LEP in accordance with the OPG Support Assignment Agreements for those OPG Support Employees;

4A.7.1.2 all third party expenses incurred by LEP in providing those services;

4A.7.1.3 the direct cost of certain equipment or materials, or other deliverables used to provide the services; and

4A.7.1.4 a return on invested capital as appropriate.

4A.14.2 Any and all costs incurred by LEP to rent or sell Goods to OPG will be borne wholly by OPG, including, without limitation the cost of all activities· required to document, supply and deliver the Goods, all applicable freight, insurance, taxes and other charges incurred by LEP and reasonable wear and tear costs. Except as otherwise specified herein, Goods will be rented or sold, as applicable, at LEP's net book value by applying the remaining useful life to determine the calculated cost of such Goods, including a return on invested capital.

4A.14.3 In the event that LEP reimburses the expenses incurred by OPG Support Employees while working for OPG, in accordance with the terms of the OPG Support Assignment Agreement, OPG will reimburse the expenses incurred by OPG Support Employees incurred while working for OPG, in accordance with the terms of the Services Appendix.

4A.8 **No OPG Control Over LEP Services.** OPG will not supervise, direct and have control or authority over:

4A.8.1 the means, methods, techniques, sequences or procedures respecting the performance of the LEP Services by LEP; and

4A.8.2 the safety programs and precautions used in respect of the LEP Services, subject to OPG's rights and obligations under the Occupational Health and Safety Act (Ontario).

OPG will not be responsible for any failure by LEP to comply with any applicable laws or this Agreement in providing the LEP Services.

4A.9 **Extension of Term.** If the end of the term of the Agreement does not coincide with the end of the term of any Service Appendix, then this Agreement will automatically renew with respect only to the LEP Services to be completed under each such Service Appendix until such Service Appendix is fully completed by LEP in accordance with the terms of such Service Appendix and this Agreement.

4A.10 **Codes of Conduct.** LEP will:

4A.10.1 not take any action that would cause OPG to breach an obligation set out in OPG's Code of Business Conduct ("Code"); and

4A.10.2 comply with all of the obligations set out in OPG's Supplier Code of Business

Conduct ("**Supplier Code**").

A current copy of the Code and the Supplier Code is located at www.opg.com, and a copy of each has been reviewed by LEP.

4A.11 **Permits, Laws and Regulations.** LEP will (and will cause each Subcontractor to) comply with all Applicable Laws and all standards, specifications, manuals or codes of any technical organization or governmental authority. LEP will obtain, at its cost, all permits and other consents required in respect of the LEP Services.

4A.12 **Cyber Security.** LEP will, at all times, conduct the LEP Services in accordance with the cyber security requirements set out in Appendix B attached hereto.

4A.13 **Workplace Safety and Insurance Board.** LEP will provide its Workplace Safety and Insurance Board account number to OPG before commencing the LEP Services at the Site. LEP and each Subcontractor will be and remain at all times in good standing with the Workplace Safety and Insurance Board. Before initial arrival on the Site, and every 90 days thereafter, LEP will submit a clearance certificate from the Workplace Safety and Insurance Board as to LEP's status and that of all Subcontractors that will be providing LEP Services at the Site.

4A.14 **Health and Safety.** For all LEP Services provided by LEP on OPG premises, LEP will, at its expense: 4A.13.1 comply with all Applicable Laws and OPG's safety requirements applicable to the LEP Services as set out in the Services Appendix;

4A.14.1 comply with all Applicable Laws and OPG's safety requirements applicable to the LEP Services as set out in the Services Appendix;

4A.14.2 ensure that all of the Contractor's Personnel are equipped with all safeguards and personal protective equipment as may be necessary for the performance of the LEP Services;

4A.14.3 rectify any failures to comply with any Applicable Laws or OPG's safety requirements applicable to the LEP Services immediately when detected or directed by OPG;

4A.14.4 upon request by OPG, provide OPG with required safety reports or notices relating to the LEP Services;

4A.14.5 comply with any order to comply, stop work or any similar order or notice respecting the LEP Services issued by any governmental authority or by OPG;

4A.14.6 co-operate with OPG in reporting and investigating safety violations caused by any act or failure to act of the LEP or any of its Subcontractors; and

4A.14.7 to the extent that LEP or any of its Subcontractors were responsible for a safety violation, LEP will pay OPG for costs and expenses incurred to investigate, report and/or alleviate the safety violation.

4A.15 **Subcontractors and Contractor's Personnel.**

4A.15.1 LEP will be fully responsible for all acts and omissions of each Subcontractor and

LEP Personnel and any such acts and omissions will be deemed to be those of LEP. Accordingly, respecting each obligation of the LEP under this Agreement or the Services Appendix, LEP will ensure that no LEP Personnel or Subcontractor will breach any such obligation.

4A.15.2 LEP will ensure that all of LEP Personnel engaged on the project will have the knowledge, abilities, experience and qualifications required for the Services and will be dedicated to the Services. LEP will provide such additional support as may be required from time to time for the LEP Services' proper performance.

4A.15.3 OPG may request, at its discretion, that LEP Personnel (including personnel of any Subcontractor) be changed. LEP will endeavor to accommodate such requests promptly.

4A.16 **Environment.** LEP will, at all times, perform the LEP Services in Accordance with Environmental Laws and any other environmental requirements as may be identified by OPG from time to time.

4A.17 **Foreign Nationals.** LEP will obtain at its cost all Approvals from all applicable governmental authorities respecting all foreign nationals who may be engaged in providing the LEP Services in Canada.

4A.18 **Intellectual Property.**

4A.18.1 Each party and Subcontractor retains all Intellectual Property Assets to methodology, knowledge and data brought to the Services and used therein. No Intellectual Property Rights existing before the start of the Services are passed hereunder other than licences and rights to use Intellectual Property Rights as set out in this Agreement and the applicable Services Appendix.

4A.18.2 All title and beneficial ownership interests to all Intellectual Property Rights which are created or otherwise arise in the provision or performance of the LEP Services will vest exclusively in, and remain with, LEP (the "**New Intellectual Property Rights**").

4A.18.3 LEP will not do any act which may compromise or diminish the licences referred to in Section 4A.18.4 and will perform any acts required to confirm or document the licences referred to in Section 4A.18.4.

4A.18.4 LEP represents and warrants that it owns or has obtained from third parties, duly authorized grants of all right, title and interest necessary to provide to OPG a licence regarding the Intellectual Property Rights associated with the Services in the manner set out in this Agreement and the applicable Services Appendix including waivers of moral rights for the benefit of OPG. LEP hereby grants to OPG a worldwide, non-exclusive, irrevocable, perpetual, royalty free and fully paid-up licence and uninterrupted right to use all such Intellectual Property Rights that are contained or embedded in, required for the use of, used in the production of, or required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Services. The rights granted under this paragraph include a right for OPG to: (i) make copies; and (ii) modify and create derivative works from the subject matter of the right. LEP will pay all royalties, licence fees and other monetary amounts required in respect of securing and

licencing the Intellectual Property Rights referenced in this Section 4A.18.4 and any other Intellectual Property Rights associated with the LEP Services.

4A.18.5 LEP will, at its expense, defend all claims, actions or proceedings against OPG relating to or based on any allegation that the LEP Services, or any part of the LEP Services, constitutes an infringement upon, or a misappropriation of any Intellectual Property Rights and will pay to OPG all resulting Losses incurred by OPG in respect of such claims, actions or proceedings. OPG will give LEP written notice of any such claim, action or proceeding and, at the request and expense of LEP, provide all reasonably available information, assistance and authority required to conduct its defence.

4A.18.6 If all or any part of the LEP Services are finally determined by any court, arbitrator, or administrative body to constitute an infringement or misappropriation of Intellectual Property Rights of a third party, or if OPG is enjoined by any means from using the LEP Services, any part thereof, or any Intellectual Property Rights embodied therein as a result of any claim of infringement or misappropriation, LEP will at its expense promptly: (i) obtain for OPG the right to continue using the LEP Services; (ii) replace the infringing elements of the LEP Services with non-infringing elements, while maintaining the full functionality, integrity and performance capabilities of the Services; or (iii) modify the LEP Services so that it no longer infringes, while maintaining the full functionality, integrity and performance capabilities of the LEP Services.

4A.19 **Indemnity.** LEP will indemnify and hold harmless OPG, from and against:

4A.14.1 all Losses suffered or incurred by OPG arising in respect of the Services, to the extent that any such Losses are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property, including any resulting loss of use thereof;

4A.14.2 all claims made against OPG by any person;

4A.14.3 all Losses suffered or incurred by OPG and all claims made against OPG by any person, to the extent arising in respect of a breach or threatened breach by LEP, any Subcontractor or any of LEP's Personnel, of Section 8 of the Agreement; and

4A.14.4 all Losses suffered or incurred by OPG and all claims made against OPG by any person to the extent arising in respect of any breach or threatened breach by LEP, Subcontractor or any of the LEP's Personnel, of Section 8 of this Agreement,

but only to the extent such Losses or claims are attributable to a material breach of a Services Appendix by LEP or by any negligent act, negligent omission, fraud or willful misconduct of LEP, Subcontractor or any of LEP's Personnel. The obligations of LEP under this Section 4A.19 will not be affected in any way by any certificate, acceptance, approval, payment or any other act, matter or thing done or omitted under this Agreement, including any act by OPG.

4A.20 **Limitation of Liability**. Subject to Section 4A.21 , the liability of either party respecting all claims arising in respect of a Services Appendix will not exceed an aggregate amount equal to the Fees payable under such Services Appendix.

4A.21 **Exceptions.** LEP's limitation of liability set out in Section 9.1 will not apply to:

4A.21.1 LEP's indemnity obligations under Section 4A.19 with respect to third party claims;

4A.21.2 amounts recovered from insurance under this Agreement, with LEP acting diligently in pursuit of recovery from its insurers of indemnifiable claims arising under this Services Appendix, (or that would have been recovered had LEP complied with its obligations under Section 4A.22) to the extent of the limits specified in Section 4A.22; and

4A.21.3 Losses suffered or incurred by OPG or any claims made against OPG by any person, to the extent arising in respect of fraud, gross negligence, or willful misconduct by LEP or any of its Subcontractors.

4A.22 **Insurance.** LEP will maintain, or cause to be maintained, at its own expense, and shall cause its Subcontractors to maintain at all times during the term and any extension of this Agreement, the following insurance with reputable insurers whose policies are valid in the jurisdiction in which the Services are performed:

4A.22.1 commercial general liability insurance on an occurrence basis, with minimum limits of not less than $5,000,000 per occurrence, covering bodily and personal injury, including death, and property damage, including resulting loss of use. Such policy will contain severability of interests and cross liability clauses and will name OPG as an additional insured with respect only to liability arising from the operations of LEP; and

4A.22.2 if motor vehicles are used by LEP in the performance of this Services Appendix, automobile insurance covering all owned and non-owned vehicles with a limit of not less than $2,000,000.

Upon execution of this Agreement, and upon OPG's reasonable request thereafter, LEP will provide OPG with evidence of the required insurance in the form of certificates of insurance. LEP will ensure that all such policies will require that insurers endeavor to provide OPG with 30 days prior written notice of material change to or termination of any such policy

4A.23 **Consequential Damages Disclaimer**. Notwithstanding any other term in this Agreement or a Services Appendix, in no circumstances whatsoever will either party be liable to the other party for indirect, incidental or for consequential liabilities, damages, losses, costs or expenses, including loss of profit or revenues, loss of production, loss of use or any other similar damages or loss suffered or incurred by such other party, regardless of the legal theory upon which any such damages claim is based, even upon the fault, tort (including negligence), statute, regulation, or any other theory of law or strict liability.

4A.24 **Project Delivery.** LEP will diligent endeavor to complete the Services in accordance with the schedule set forth agreed to by the parties and, if necessary, will increase the level of effort/resources necessary to ensure the schedule is maintained. Any price or funding limitations, as outlined in a Services Appendix will not be exceeded without OPG's prior written authorization, notwithstanding any extra efforts required to maintain schedule. In the event of a delay or default in performance by LEP, OPG may, in its sole discretion, extent the time period for performance upon conditions satisfactory to OPG. Any extension granted by OPG will not prejudice its ability to exercise its termination rights in the event of further default or delay.

4A.25 **Accounts and Rights to Audit.** LEP will keep proper accounts and records of the Services in form and detail satisfactory to OPG. Such accounts and records, including invoices, receipts, time cards and vouches will at all reasonable times be open to audit, inspection and copying by OPG. Accounts and records will be preserved and kept available for audit until the expiration of two years from the date of completion or termination of the Services.

4A.26 **Early Termination.** OPG may terminate the any Services Appendix ("**Terminated Services**") at any time before the end of a Services Appendix Term by giving notice of termination to LEP at least 30 days before the proposed early termination date. If OPG terminates the Services under this Section, OPG shall pay to LEP all Fees, Taxes and Late Payment Charges due for the Terminated Services up to the date of termination. OPG acknowledges that the Termination Fees are a reasonable estimate of LEP's damages and represent consideration for the deliverables, and are not a penalty.

4A.27 **Force Majeure**. Neither LEP nor OPG will be liable to the other for loss, damage or delay in the Services, or non-performance of any contractual obligation caused by war, riot, the act or order of any competent civil or military authority, fire, flood, pandemic, epidemic or by any other cause which is unavoidable and beyond the party's reasonable control. Both parties will be prompt in restoring normal conditions, re-establishing schedules, and resuming operations as soon as the interruptions have ceased. LEP will not be entitled to an extension of time for any delay covered in this Section 4A.27 unless notice of a claim thereof is given by LEP within 30 days after the commencement of the delay. The length of any such extension will be determined by OPG but will in no event be less than the length of such force majeure event.

4A.28 **Default by LEP.** Each of the following events and circumstances constitutes an event of default by LEP under the Services Appendix under which the event occurred (a "**LEP Event of Default**"):

4A.28.1 becoming subject to any act of insolvency or bankruptcy, dissolution or liquidation voluntary or otherwise;

4A.28.2 having a receiver, trustee, custodian or similar agent appointed on account of insolvency or in respect of any property;

4A.28.3 making a general assignment for the benefit of creditors;

4A.28.4 committing a breach of Anti-Corruption Laws;

4A.28.5 failing to comply with any reasonable request, instruction or order of OPG related to the Services;

4A.28.6 failing to pay accounts relating to the Services as they come due in accordance with the relevant contract;

4A.28.7 failing to comply with statutes, laws, regulations, bylaws or directives of competent authorities relating to the Services;

4A.28.8 failing to perform the Services with skill and diligence;

4A.28.9 any representation made by LEP herein that was intentionally false or misleading when made in any material respect;

4A.28.10 failing, neglecting, refusing or being unable at any time during the term to provide reasonably adequate LEP Personnel to perform the Services; or

4A.28.11 being otherwise in default in carrying out any of its obligations under this Services Appendix, whether such default is similar or dissimilar in nature to the causes listed previously and failing to remedy the breach to the satisfaction of OPG within ten business days following receipt of notice from OPG specifying the breach, or if the breach cannot be cured within such ten business day period, after such longer period of time as is reasonably required to cure the breach (but no longer than 60 days in any circumstances), so long as LEP diligently and constantly endeavours to cure the breach during such extended period.

Notice that LEP is in default will not be required if the default relates to the bankruptcy, insolvency or financial instability of LEP. Other than defaults arising from Sections 4A.28.1, 4A.28.2 and 4A.28.3, OPG will provide the LEP with ten days written notice. Any action by OPG under this Section 4A.28 will be without prejudice to OPG's other rights or remedies under this Contract or law or under any security held by OPG for performance of this Contract by LEP

4A.29 **Recommendations.** If the Services include the provision of recommendations by LEP to OPG, OPG acknowledges and agrees that LEP does not warrant the completeness or exhaustiveness of its recommendations, nor shall LEP be liable for any omissions. OPG further acknowledges and agrees that it shall be solely responsible for deciding whether and how to implement those recommendations, and for any business risks associated with such implementation. LEP assumes no responsibility for on-going management decisions, whether with respect to the implementation of its recommendations or otherwise, or any other results of the Services provided. OPG agrees that it shall not share the results of such recommendations outside of its organization.

4A.30 **OPG Obligations**. LEP shall be excused from its inability to perform the Services or to provide any other deliverable, or for any delay in the performance of the Services or the provision of any deliverable to the extent of, the following: (a) non-performance of or any delay or deficiency in the performance by OPG of a OPG obligation under a Services Appendix; (b) where OPG directs LEP to provide the Services in accordance with a prioritization that OPG has been advised by LEP could reasonably be expected to have an adverse impact on the planned provision of the Services; (c) any delays, errors, defects or other problems contained in the information, materials and/or instructions provided to LEP by OPG; or (d) any OPG suspension, delay or cancellation of Services, including failure to deliver contracted volumes of waste to LEP.

ARTICLE 4.1
INTELLECTUAL PROPERTY

4.1.1 For purposes of this Section 4.1, "**Intellectual Property Assets**" means any and all rights that are or may be granted to, or recognized for the benefit of, any party under any legislation regarding patents, copyright and any copyrightable subject matter (including moral rights), trade-marks, trade names, service marks, confidential information or trade secrets, industrial or, as applicable, patent designs, integrated circuit topography rights and any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights in any and all applications, registrations, re-issues, divisionals, continuations, continuations-in-part, renewals, re-examinations relating to the foregoing, and any and all rights in and to licenses and sub-licenses from third parties relating to the foregoing;

4.1.2 Recognizing that, from time to time, it may be desirable for LEP to sub-licence OPG Intellectual Property Assets to third parties, the parties hereto agree as follows:

4.1.2.1.1 Upon written authorization from the owner of the relevant Intellectual Property Assets, OPG hereby grants to LEP a perpetual, irrevocable, non-exclusive, royalty-free and fully paid up right and licence to use, sell, transmit or transfer the relevant Intellectual Property Assets and to sub-licence the right to use such Intellectual Property Assets to third Parties for such term as is suitable given LEP's commercial needs;

4.1.2.1.2 OPG and LEP hereby acknowledge and agree that OPG is and will remain the sole and exclusive owner of all right, title and interest in and to Intellectual Property Assets, subject only to the rights of third parties in any license agreement respecting the Intellectual Property Assets;

4.1.2.1.3 In consideration of OPG licensing the Intellectual Property Assets to LEP, LEP agrees to: (i) take all such steps as are reasonably required to safeguard the Intellectual Property Assets licensed to LEP from infringement, misappropriation, theft, misuse and unauthorized access; (ii) promptly notify OPG in writing if LEP becomes aware of any actual or suspected infringement, misappropriation or misuse of the Intellectual Property Assets; (iii) ensure that any agreement in which it sub-licenses OPG Intellectual Property Assets to third parties provides adequate protection for OPG's Intellectual Property Assets and such other protection from liability as is commercially reasonable; and (iv) pay to OPG at least 25% of the profits that LEP earns on the sub-licensing, sale, transmission or transfer of OPG Intellectual Property Assets.

4.1.2.1.4 Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any right, title or interest in or to the Intellectual Property Assets.

ARTICLE 5
TERM

This Agreement commenced on May 28, 2012 and shall terminate December 31, 2026, unless earlier terminated by the parties in writing, and subject to renewal with the mutual consent of the parties.

ARTICLE 6
TERMINATION

6.1 Notwithstanding Article 4, this Agreement may be terminated upon 30 days prior written notice by either party to the other party or upon the occurrence of the following events:

(a) in the event the parties fail to agree to a revised Appendix A in accordance with the terms of Section 3;

(b) in the event of a material default in the performance of the Agreement by such other party; or

(c) by written notice effective immediately if the other party makes any extraordinary arrangement with its creditors generally, commits an act of bankruptcy, goes into liquidation or winding-up, has execution or distress levied upon any of its assets, or becomes unable to pay its debts, including its debts to the other party, as they fall due.

6.2 Upon termination of this Agreement pursuant to Section 6.1 ,

(a) the provisions of this Agreement which are expressed to survive this Agreement or to apply notwithstanding termination hereof shall be observed by both parties hereto; and

(b) neither party shall be liable to the other party, either for fees, expenses, other compensation, or damages of any kind or character whatsoever, whether on account of the loss by OPG or LEP of present or prospective profits or fees on sales or anticipated sales, or expenditures, investments, or commitments made in connection therewith, or in connection with the establishment, development, or maintenance of the business of any party, or on account of any other cause or thing whatsoever, provided that such termination shall not prejudice or otherwise affect the rights or liabilities of any party with respect to any indebtedness owing by either party to the other party at the time of termination.

ARTICLE 7
INVOICE AND PAYMENT

After the end of each month, OPG shall provide LEP with a notice (the "**Invoice**") setting forth the total amount owing to OPG in respect of the LEP Support Employee services, charges for certain equipment or materials used by LEP, and the professional and corporate services provided during such month. The Invoice will be delivered within the first 15 days of the following month and LEP shall be required to review and comment on such Invoice within 15 days following receipt thereof. LEP shall pay all undisputed amounts payable under such Invoice on the twenty fifth day of such following month (the "**Due Date**") (and if the Due Date is not a Business Day, the immediately following Business Day), and any disputed amounts shall be resolved in accordance with Article 10.Except as otherwise expressly provided herei "**Business Day**" means any day except a Saturday, Sunday, banking holiday or a statutory holiday in Toronto, Ontario and shall open at 8:00 a.m. and close at 5:00 p.m. local time. n, this is the only approved procedure by which LEP may compensate OPG under this Agreement. For clarity, OPG cannot charge costs to LEP by way of an accounting or book transfer.

ARTICLE 8
CONFIDENTIALITY

8.1 In the course of this Agre the OPG or LE (each a "**Disclosing Party**") will disclose to the other party (each a "**Receiving Party**") certain information (including applications of that information) which is confidential, a trade secret or otherwise proprietary to the Disclosing Party, including this Agreement (collectively, the "**Confidential Information**"). Confidential Information does not

include, however, information that the Receiving Party is able to demonstrate to the Disclosing Party's satisfaction, acting reasonably: (i) was or becomes generally known to the public through no fault of the Receiving Party or its respective shareholders, directors, officers, partners, members, representatives, agents, advisors or any of the Receiving Party's personnel or any other person for whom the Receiving Party is responsible at law; (ii) was specifically known by the Receiving Party before disclosure by the Disclosing Party and was not subject to any confidentiality obligation; (iii) was developed or ascertained independently without reference to the other party's Confidential Information; or (iv) was received from a third party without such third party being under a duty of confidentiality.

8.2 All Confidential Information remains, at all times, the exclusive property of the respective Disclosing Party. Except as expressly set out in this Agreement, a respective Receiving Party has no licence or other right to use or disclose any Confidential Information for any purpose whatsoever. Such Receiving Party may use Confidential Information only in respect of the preparation or provision of the goods, services and personnel as set out in this Agreement. Such Receiving Party will ensure that none of its current or former shareholders, directors, officers, partners, members, representatives, agents and advisors or any of its personnel or any other person for whom such Receiving Party is responsible at law will use any of the Confidential Information for any purposes other than those expressly set out in this Section 8.

8.3 At the Disclosing Party's request, the Receiving Party will promptly (and in any event, within ten business days of receipt of such request) return to the Disclosing Party or destroy, at the Disclosing Party's election, any and all Confidential Information belonging to the Disclosing Party, including all reproductions and any documents based on any of the Confidential Information, and will not retain any copies thereof provided that the Receiving Party may retain any copies of Confidential Information (a) required to comply with the requirements of any applicable legislation, other legal requirement, internal record retention policies or procedures or good governance, and (b) automatically created on the Receiving Party's computer systems by its normal back-up procedures for the period it normally archives backed-up computer records; however, such Confidential Information referred to in (a) and (b) remains confidential and subject to the terms of this Agreement. Promptly following delivery or destruction, as the case may be, on the request of the Disclosing Party, the Receiving Party will provide the Disclosing Party with written confirmation of completion.

ARTICLE 9
NOTICES

Unless otherwise provided herein, every notice provided for in this Agreement shall be in writing directed to the party to whom given, made or delivered at such party's address, by registered mail, by electronic mail or personally as follows:

If to OPG:
Ontario Power Generation Inc.
700 University Avenue, H19
Toronto, Ontario
M5G 1X6

Attention: Corporate Secretary
Email:

If to LEP:

Laurentis Energy Partners Inc.
700 University Avenue, H19
Toronto, Ontario
M5G 1X6

Attention: Corporate Secretary
Email: laurentis@laurentisenergy.com

Either party may change its address from time to time by giving written notice of such change to the other party. If any such notice is delivered by hand to an officer of the addressee, it shall be deemed to have been received by the addressee as soon as such delivery or transmission has been made to said officer.

ARTICLE 10
DISPUTE RESOLUTION PROCEDURE

In the event that a dispute arises concerning any of the matters set forth herein, OPG and LEP shall cause the representatives designated by it to prepare and circulate promptly to the President of OPG and the President of LEP a written statement setting forth its position on the matter in dispute and its reasons for adopting such position. Each such office shall use their best efforts to resolve the matter in dispute within ten (10) business days following their receipt of such statement. If such officers agree upon a resolution of the matter, each of OPG and LEP shall take such action and necessary steps to ensure that such resolution is fully and promptly carried into effect.

ARTICLE 11
COMPLIANCE WITH ANTI-CORRUPTION LAWS

11.1 Each party will comply with, and will take all reasonable measures to ensure that its employees; subcontractors, agents or other third parties subject to its control or determining influence will comply with, all applicable anti-corruption laws and policies, including the *Foreign Corrupt Practices Act* (U.S.), the *Corruption of Foreign Public Officials Act* (Canada), the *Bribery Act* (U.K.) and any applicable laws of similar effect of any other jurisdiction (collectively "**Anti-Corruption Laws**"), in connection with the services supplied hereunder.

11.2 Each party represents, warrants and undertakes that it has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance with Anti-Corruption Laws, including policies and procedures designed to ensure that all agents, consultants or other persons employed or acting on its behalf or facilitating the conduct of its business comply with Anti-Corruption Laws.

ARTICLE 12
GENERAL

12.1 Entirety. This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to the matters herein. All prior written or oral understandings, offers or other communications of every kind pertaining to the matters herein are abrogated and withdrawn.

12.2 Relationship. This Agreement shall not be construed to constitute a joint venture, partnership or

agency between OPG and LEP. LEP acknowledges that it does not have, nor hold itself out to others as having, authority to bind OPG to contracts, agreements or other obligations.

12.3 Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of OPG, LEP and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party.

12.4 Headings. Headings provided in this Agreement shall have no meaning and are included only to facilitate reading of the Agreement.

12.5 Controlling Law. This Agreement is and shall be deemed to be a contract entered into pursuant to the laws of Ontario and shall in all respects be governed and enforced in accordance with the laws of Ontario.

12.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed an original signature.

12.7 Separability of Clauses. Any provision or provisions of this Agreement which in any way contravene the law of any province, state or country in which this Agreement is effective shall, in such province, state or country, to the extent of such contravention of law be deemed separable and shall not affect any other provision hereof or the validity hereof.

12.8 Waiver. Either party may waive any right, interest, or condition of this Agreement which is for its benefit without implying the waiver of any other right or interest, or subsequent waiver.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

ONTARIO POWER GENERATION INC.

By: _____
Name: Sean Granville
Title: Chief Operations Officer & Chief Nuclear Officer

By: _____
Name:
Title:

LAURENTIS ENERGY PARTNERS INC.

By: _____
Name: Dominique Miniere
Title: Chief Executive Officer

By: _____
Name:
Title:

APPENDIX A

Process for Requesting, Releasing and Recording Agreed Upon Services

As referenced in Article 0.1 of the Agreement, services can be requested by either party from time to time. Sections 1-5 describe how to request services, obtain approval and appropriately file the release. This process is necessary to ensure that both OPG and LEP understand what has been agreed to, the duration of each release and to allow the businesses to maintain a controlled listing of work currently being executed and work that needs to be planned. Some services may require that the parties develop additional forms of documentation to appropriately describe those services and agree upon the terms and conditions that apply to those services. In such cases a Work Request Form need not be completed.

1. Request for Services

Services which are required and can be provided, shall be initially identified through verbal discussions during the business planning process or during the normal course of business. To finalize a services request, a Work Request Form (see sample below) will be completed and will indicate the project name or defined work package, a brief description of the services required, and any timeline, other limitation, or applicable conditions, including special terms and conditions.

Sample

Work Request Form	
Requesting Department and Organization	example - Enterprise Projects, OPG
Contact email	john.smith@opg.com
Start Date	January 1, 2021
End Date	December 31, 2021
Summary of Work	Summary of estimation requirements
Special Considerations - specialized requirements	Special qualifications, performance expectations, milestones,any other relevant information associated with the work
Submission Date	January 1, 2021
Required Response Required by	January 2, 2021

2. Definition and Estimation

Upon receipt of a Work Request Form, the responding organization will determine if it can provide an estimate in response. If the responding organization can, it shall complete a Work Estimate and Approval Form (see sample below), confirming the work to be carried out, the schedule, resources and total estimated cost. Before returning this estimation to the requesting party, the details will be approved by the appropriate OAR authority allowed to authorize contractual commitments for the organization. The form will then be routed to the requesting organization.

Work Estimate and Approval to Proceed Form

Release under the General Services Agreement between Laurentis Energy Partners and OPG

Revision #	Rev 0
Date	

The agreed upon, identified support is intended to capture total support requirements provided through SLA agreements are aligned with OPG's and LEP's approved Accounting Treatments.
For SLA purposes and BPC rollup, project #s have been simplified for SLA approvals/Bping.

Note: Please see attached SoW document for the services to be provided.

Bundle/ Function	Bundle/ Function	Service Provider
		OPG or LEP

				Annual Requirement						Total
Project #	**Description**	**Unit**	**Additional Information (JF2, etc)**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2021-2026**
		$k								0
		$k								0.0
		$k								0.0
		$k								0.0
		$k								0.0
		FTE								0.0
		FTE								0.0
	Total Labour $	$k	**Total Labour $**	0	0	0.0	0.0	0.0	0.0	0
		FTE								0.0
		$k								0.0
Subtotal, FTE		**FTE**		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal Non-Labour, $		**$**		0	0	0	0	0	0	0

SLA Approvals:

Service Provider (OAR)
I have reviewed this estimation and agree that this service proposal can be delivered as submitted.

Name
Title
Organization

Signature

Date: _____

Acceptance Approval (OAR)
I accept this proposal and request that this service be executed.

Name
Title
Organization

Signature

Date: _____

Routing of completed SLA Releases:
cc: finance@laurentisenergy.com

LEP - Finance Use only
Sales order or Purchase order completed ☐
Alignment with Project completed ☐
Contractor Utilization updates completed ☐
Business Planning Schedule completed ☐

3. Review and Authorization

If the proposal is acceptable, the requesting party will approve the work to proceed through their respective OAR position holder(s). A copy will be routed back to the responding organization for confirmation to proceed and the services will be filed, transactional systems updated, and reports generated based on these commitments within both organizations. If OPG is the requesting party, OPG and LEP will also execute a Services Appendix to document the LEP Services.

4. Change Management – on released work

If aspects such as cost estimations, cancellations, terms or special conditions change, a change request be

circulated following a similar process as identified in step 2-3 to ensure all stakeholders are duly notified and are agreeable to such changes. The same form can be used and should be marked clearly as a CHANGE to any existing services.

5. Facility Policies and Procedures

If LEP Support Employees provide services at a LEP site, such employees shall do so in accordance with LEP policies and procedures, including security checks, that have been identified to OPG. LEP will provide to OPG a copy of such policies and procedures.

APPENDIX B
CYBER SECURITY

1.1 Certain Definitions. For the purposes of this Appendix B:

(a) "**Cyber Asset**" means:

(1) any asset designated by OPG as a Cyber Asset; or

(2) any computing hardware, software, firmware or other computing or information technology that:

(A) is transferred, licensed, made available, or otherwise provided by LEP to OPG under this Agreement or a Services Appendix, or is used exclusively by LEP for OPG under this Agreement or a Services Appendix, and

(B) has the ability to impact the availability, integrity or confidentiality of OPG Systems and Information,

unless OPG expressly specifies that such computing hardware, software, firmware or other computing or information technology is not considered a Cyber Asset under this Agreement.

(b) "**Cyber Equipment**" means any of LEP's computing hardware, software, firmware or other computing or information technology that is:

(1) not a Cyber Asset; and

(2) connected to any OPG Systems and Information or is used to access, create, modify, store, process or transmit OPG Data in the course of performing LEP's obligations under this Agreement or a Services Appendix.

(c) "**Cyber Services**" means any application, infrastructure or related service provided by LEP in relation to:

(1) any asset designated by OPG as a Cyber Asset; or

(2) any computing hardware, software, firmware or other computing or information technology that has the ability to impact the availability, integrity or confidentiality of OPG Systems and Information unless OPG expressly specifies that such application, infrastructure or related service is not considered Cyber Services under this Agreement or a Services Appendix.

(d) "**OPG Data**" means all information relating to OPG, its business, financial position, assets, technology, operations, activities or proposed activities and prospects, including any technical, commercial, legal, financial, strategic, tactical, regulatory or governmental information, reports, drawings, specifications, contracts, business plans, projections, forecasts or other documents or information, whether written or oral, and including such information that is provided to LEP by OPG or its representatives, or otherwise received or accessed by LEP, under this Agreement or a

Services Appendix, or created or provided to OPG by LEP under this Agreement or a Services Appendix.

(e) "**OPG Systems and Information**" means OPG's networks, information systems, industrial control systems, or any components thereof (including computing hardware, software, firmware or other computing or information technology), or any OPG Data.

(f) "**Priority One Cyber Asset**" means any Cyber Asset designated by OPG in the Services Appendix as a Priority One Cyber Asset; and

(g) "**Priority One Cyber Services**" means any Cyber Services designated by OPG in the Services Appendix as a Priority One Cyber Services.

1.2 Cyber Security Requirements. LEP:

(a) represents and warrants to OPG that: (i) LEP has a written and enforceable cyber security policy, and has established and maintains a cyber security program that is designed and implemented to prevent, detect and respond to cyber attacks that may impact OPG Systems and Information; and (ii) LEP Personnel (which, for the purposes of these requirements, includes any LEP Personnel having access to OPG Systems and Information) have completed position-appropriate cyber security training;

(b) will immediately revoke all access to OPG Systems and Information for any LEP Personnel who is terminated or no longer needs access to OPG Systems and Information;

(c) will notify OPG by sending an email to sccs@opg.com within 48 hours after discovering any security breach, incident or vulnerability impacting or otherwise involving OPG Systems and Information (including any Cyber Equipment if LEP, acting reasonably, believes any such security breach, incident or vulnerability may have impacted or may potentially impact OPG Systems and Information), and furthermore if such security breach, incident or vulnerability relates to any Cyber Asset, Cyber Equipment, or Cyber Services, LEP will also: (i) include in such written notification of any security breach, incident or vulnerability to OPG a description of the breach, incident or vulnerability, its potential security impact, its root cause, a remediation plan, and recommended mitigating or corrective actions; and (ii) promptly and continuously cooperate and coordinate with OPG to prevent, stop, contain, mitigate, resolve, recover from, respond to, and otherwise deal with any security breach, incident or vulnerability, including by providing OPG with ongoing status reports;

(d) will: (i) ensure that no contaminants, including viruses, worms, Trojan horses, adware, spyware, trackware, hack tools, dialers, joke programs, time locks or other software routines, codes or instructions of a similar nature are placed on, or allowed access to, any OPG Systems and Information; and (ii) perform patching and testing on any Cyber Equipment, including through the performance of anti-malware and vulnerability scans, in order to identify and correct or mitigate any cyber security weaknesses or vulnerabilities;

(e) if OPG provides specific LEP Personnel with a unique user identification (ID) to access OPG Systems and Information ("**Designated Named Account(s)**") will: (i) ensure only

LEP Personnel designated by name may use the Designated Named Account(s); (ii) ensure the Designated Named Account(s) are not shared with any individual or entity other than such LEP Personnel; and (iii) notify OPG immediately after becoming aware of a decision to terminate or re-assign any of LEP Personnel to whom OPG provided Designated Named Account(s), to allow OPG to revoke such LEP Personnel's access on a timely basis;

(f) if OPG provides LEP with a generic user identification (ID) to access OPG Systems and Information ("**Generic Account**"), will: (i) ensure only LEP Personnel authorized by OPG may use the Generic Account; (ii) ensure the Generic Account is not shared with any individual or entity other than such LEP Personnel; (iii) change the password for the Generic Account on a periodic basis in accordance with best practices; and (iv) notify OPG immediately after becoming aware of a decision to terminate or re-assign any of LEP Personnel authorized by OPG and change the password for the Generic Account immediately following such termination or re-assignment;

(g) if remote access (such as LEP-initiated interactive remote access or system-to-system remote access) is required to access OPG Systems and Information, will: (i) only use those internet protocol (IP) addresses, ports, and minimum privileges required for the remote access as mutually agreed by the parties; (ii) only use Designated Named Account(s); and (iii) in case of system-to-system connections that may limit OPG's capability to authenticate the personnel connecting from LEP's systems, maintain complete and accurate books, user logs, access credential data, records, and other information applicable to connection access activities for the entire term of this Agreement;

(h) will ensure that OPG Data is properly safeguarded; and

(i) if LEP is required by OPG to dispose of OPG Systems and Information, will ensure that: (i) the disposal is done securely and in a timely manner and in compliance with Applicable Laws; and (ii) if LEP retains any OPG Data created on LEP's Cyber Equipment by its normal back-up procedures, LEP: (a) has restricted access to any backed-up OPG Data; (b) does not intentionally attempt to recover such OPG Data, unless directed by OPG or required by Applicable Laws; and (c) if LEP does recover any such OPG Data (including as a result of a disaster recovery procedure), LEP will immediately dispose of such OPG Data, unless directed by OPG or required by Applicable Laws, provided that if LEP is required by Applicable Laws to recover or disclose any such OPG Data, LEP will: provide OPG prompt notice of such requirement and the details thereof so that OPG may challenge such requirement or seek an appropriate protective order; consult with OPG on the advisability of taking legally available steps to resist or narrow such requirement; disclose only such OPG Data as is required by Applicable Law; and use best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such OPG Data.

1.3 Cyber Assets or Cyber Services. If LEP is providing any Cyber Asset or Cyber Service to OPG, in addition to the foregoing, LEP will:

(a) provide to OPG: (i) documentation that describes LEP's applicable aspects of its system development lifecycle and patch management program and update processes; (ii) documentation that describes the cyber security features and wireless or remote networking capabilities of the Cyber Asset; and (iii) cyber security-focused

instructions, including manuals, for the maintenance, support and reconfiguration of the Cyber Asset, and best practice recommendations for hardening of the Cyber Asset and, as applicable, OPG Systems and Information;

(b) provide to OPG the appropriate patches and/or updates to remediate any security vulnerabilities in the Cyber Asset within seven days after becoming aware of any vulnerabilities, disclose to OPG its mechanisms to deliver software, firmware and patches, including checksums, digital signatures or other means of identification for all software, patches and configuration files, and ensure its controls will enable OPG to verify the authenticity and integrity of the patches delivered through these mechanisms. If patches and/or updates cannot be made available by LEP within the specified period, LEP will provide mitigations and/or workarounds until the patches and/or updates are available and provided. This provision also applies to all third-party components used in the Cyber Asset;

(c) if applicable, use tamper-evident packaging when supplying to OPG any computing hardware and, at OPG's request, provide copies of any documentation to show the chain-of-custody for such hardware; and

(d) use information technology security best practices in the development of the Cyber Asset and will ensure that: (i) there are no hardcoded passwords utilized in the Cyber Asset; (ii) there are no accounts or known methods that are able to bypass authentication in the Cyber Asset, unless Contractor has made OPG aware of, and OPG has accepted in writing, such accounts or methods; and (iii) the most critical cyber security weaknesses are addressed in Contractor's system development life cycle (Contractor will refer to applicable standards, such as the SANS Top 25 Most Dangerous Software Errors, the OWASP Top 10, or their successors).

1.4 Priority One Cyber Assets or Priority One Cyber Services

Notwithstanding any other term in this Agreement, if the LEP is providing any Priority One Cyber Asset or Priority One Cyber Services, in addition to the foregoing, LEP:

(a) represents and warrants to OPG that no unsupported system components or binary or machine- executable codes from sources with limited or no warranty are used in the Priority One Cyber Asset;

(b) will comply with all of OPG's security policies, standards, and procedures as may be provided by OPG to LEP from time to time, unless OPG expressly specifies that a particular cyber security policy, standard, or procedure does not need to be adhered to under this Agreement or a Services Appendix;

(c) will comply with Applicable Laws, including the North American Electric Reliability Corporation's Critical Infrastructure Protection (NERC CIP) standards for Priority One Cyber Assets or Priority One Cyber Services relating to OPG renewable generation, the Canadian Standards Association (CSA) standard N290.7 for Priority One Cyber Assets or Priority One Cyber Services relating to OPG nuclear facilities;

(d) will identify in writing to OPG the individual(s) who will be accountable for the overall security of all aspects of the Work;

(e) will ensure that only LEP Personnel authorized by OPG are permitted to access, process, store or transfer OPG Systems and Information and only after verifying the implementation of required security controls as specified in this Agreement or a Services Appendix and OPG's security policies, standards, and procedures;

(f) will ensure that OPG Data is properly safeguarded using appropriate encryption at rest and in transit, and will use appropriate physical and logical boundary protection in case of processing, storing, or transmitting OPG Data;

(g) will: (i) work with OPG to identify and assess all critical components of the Priority One Cyber Asset in terms of the impact of the function or component failure on the availability, integrity or confidentiality of OPG Systems and Information; (ii) identify to OPG any open source, commercially licensed, or secondary market components of the Priority One Cyber Asset; (iii) for each critical component of the Priority One Cyber Asset, including third-party hardware, software, and firmware, provide to OPG all licensing information, version numbers, source of the critical component and, if applicable, the end-of-life of the critical components; (iv) provide to OPG the release schedule and availability of updates and patches for each critical component; and (v) disclose to OPG its mechanisms to deliver software, firmware and patches, such as checksums, digital signatures or other means of identification for all software, patches and configuration files, and ensure its controls will enable OPG to verify the authenticity and integrity of the patches delivered through these mechanisms;

(h) will complete the appropriate tests of the Priority One Cyber Asset and its critical components in order to provide assurance that all known vulnerabilities are identified and removed, and provide the results of such tests to OPG as part of its acceptance of such Priority One Cyber Asset. If OPG, in its sole discretion, decides to assess the appropriateness of the completed tests and acting reasonably determines that additional tests are required in order for OPG to accept the Priority One Cyber Asset, LEP will complete the additional tests of the Priority One Cyber Asset and its critical components and provide the results of such tests to OPG as part of its acceptance of such Priority One Cyber Asset;

(i) will identify all logical network-accessible ports and disable any unused or, as determined by OPG, any unnecessary physical and logical ports/protocols in the Priority One Cyber Asset;

(j) in collaboration and coordination with OPG in incident response activities, will ensure speed of communication, response times, corrective actions, and other related activities are in accordance with OPG's incident response standards provided by OPG to LEP from time to time. If OPG, in its sole discretion, determines that a security breach, incident or vulnerability relating to or potentially relating to a Priority One Cyber Asset or Priority One Cyber Services is having or may potentially have a high impact on OPG's ability to conduct business or creates a high risk to OPG, based on OPG's risk management policies and procedures, LEP will provide a remediation plan within one Business Day after receiving notice from OPG of such determination and will target the LEP within seven Business Days after receiving such notice. In all other cases, OPG and Contractor will mutually agree on a timely resolution that in no case will exceed the next scheduled maintenance release, unless OPG, in its sole discretion, accepts a later resolution;

(k) will maintain valid provenance with respect to any access, creation, modification, storage, or transfer of any Priority One Cyber Asset or related OPG Data; and

(l) will ensure it has effective audit and accountability policies and procedures in place that cover cyber security, and, upon request by OPG, LEP will share OPG-relevant cyber security audit information, such as OPG-related portions of a service organization control report, certifications and third-party assessments, with OPG.

OPG reserves the right to audit LEP in all aspects of cyber security, including (i) development processes, procedures, practices, and methodologies; and (ii) evidence from development and assessment activities providing grounds for confidence that (a) LEP has complied with all Applicable Laws, any applicable regulatory standards, and OPG's cyber security policies, standards, and procedures, (b) the required cyber security functionality has been implemented, and (c) the required cyber security strength has been achieved. OPG may use independent third-parties or OPG personnel to conduct assessments of systems, components, products, tools, and services to uncover vulnerabilities prior to accepting the Priority One Cyber Asset or Priority One Cyber Services. LEP will maintain records related to this Appendix for the period expiring the latest of: (i) three years; or (ii) such other period as set out under this Agreement or a Services Appendix. LEP will, at its expense, provide OPG or its auditors prompt access to LEP's premises, documents, records, and personnel as required for any such audit, and will ensure that OPG or its auditors may conduct similar audits of any of LEP's subcontractors. If any such audit reveals any breach of any of the foregoing cyber security requirements, LEP will correct the cause of the breach and reimburse OPG for all internal and external costs of such an audit, and OPG will be entitled to any other remedy available to it, whether under this Agreement or a Services Appendix or in accordance with Applicable Laws.

(Amending Agreement 3, Section 6)

ONTARIO POWER GENERATION

Records File Information **Internal Use Only**
Records 08133.3-P OPG-FORM-0073-R005*

Document Transmittal Record

Mail to: **EXECUTED DOCUMENTS PROCESSING KD170**	
AUTHOR(S) (e.g., External Counterparties) **Ontario Power Generation Inc. and Laurentis Energy Partners Inc.**	
TITLE (e.g., Document or Contract Title) **Amended and Restated Business and Services Agreement**	DOCUMENT DATE (MM/DD/YYYY) **12/23/2015**
DOCUMENT IDENTIFIER	
General: ☐ Amendment ☐ (provide G#) G-14433-0001 Commercial Operations: ☐ Amendment ☐ (provide C#) C- Real Estate (P# or X# assigned by Real Estate) P- X- Supply Chain: ☐ Amendment ☐ (provide S#) S-14433-0001	Check "Amendment" and record the document number in the appropriate box ***if***: • The new document is associated with a previously registered document (e.g., the new document is an amendment, addendum, or sub-contract); and • It is to be filed with the previously registered document. If no document number is recorded, a new number will be assigned by the Executed Documents Processing Centre.
KEYWORDS (i.e., words not in document) **(a) Provisions of Capital Equipment** **(b) Provision of Personnel** **(c) Nicolle Butcher** Geographic Loc'n:	REFERENCE PO/Reference/External Document No. Effective Date (if applicable: MM/DD/YYYY) 12/23/2015 Expiry Date (if applicable: MM/DD/YYYY) 12/31/2017 Sender(s):

ORGANIZATION ☐ Energy Markets** ☐ Law*** ☐ Real Estate ☐ Supply Chain
** Due to CorDoc restrictions, Energy Markets cannot reflect the name change to Commercial Operations
***By default, law has access to all

SECURITY CLASSIFICATION ☐ OPG Confidential (default) ☐ OPG Confidential Exclusive
(For further information, refer to OPG-STD-0030, Classification, Protection, and Release of Information)

CUSTOM2 (OPG Commercial Operations only)
☐ D ☐ D-DSA ☐ D-0SA-A ☐ I ☐ I-BIO ☐ I-COAL ☐ I-EEI ☐ 1-EXCH ☐ I-URAN
☐ D-EA ☐ D-EA-A ☐ D-ISDA ☐ I-GAS ☐ I-ISDA ☐ I-LFC ☐ I-OIL ☐ I-TRANS

If applicable, select appropriate sub-folder below.

PERMISSION SUB-FOLDER – G, P, S OR X DOCUMENTS (REAL ESTATE, BUS. DEV., LAW/RISK, SUPPLY CHAIN)

☐ Business Development	☐ Credit Risk (Letters of Credit)	☐ Fund Management
☐ Niagara Plant Group	☐ Northeast Plant Group	☐ Northwest Plant Group

¨ Ottawa/St. Lawrence Plant Group	☐ Supply Chain
☐ Small Hydro	☐ Nuclear
☐ Dam Safety & Water Resources	☐ Hydro / Thermal
	☐ Indirect
	☐ Other:

PERMISSION SUB-FOLDER – C DOCUMENTS		
☐ Confirmations	☐ Emission Reductions	☐ Interconnected & Transaction (I, I-EEI, I-EXCH, I-ISDA, I-LFC)
☐ Customer Collateral Documents	☐ Legacy (Generic)	
☐ Domestic (D, D-EA, D-EA-A, D-ISDA)	☐ Interconnected & Transaction (I-BIO, I-COAL, I-GAS, I-OIL, I-TRANS, I-URAN)	☐ Operating Committee Agreements
☐ Domestic (D-DSA, D-DSA-A)		☐ Verifications

The following information is required for information purposes only. It will not be added to CORDOC.

Contact Name: Glen Elliott	Location: H18	Tel: 416-592-5361

* Associated with OPG-PROC-0019, Records and Document Management