AMENDED AND RESTATED GENERAL SERVICES AGREEMENT

Between

PORTLANDS ENERGY CENTRE L.P.

and

ONTARIO POWER GENERATION INC.

Dated as of April 29, 2020

AMENDED AND RESTATED GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and effective this 29th day of April, 2020

AMONG:

PORTLANDS ENERGY CENTRE L.P., a limited partnership formed under the laws of the Province of Ontario **("PEC LP")**

and

ONTARIO POWER GENERATION INC., a corporation incorporated under the laws of the Province of Ontario **("OPG")**

WHEREAS PEC LP and OPG entered into a general services agreement made effective as of March 1, 2009 (the "**Original General Services Agreement**"), and the Parties now wish to amend and restate the Original General Services Agreement;

AND WHEREAS PEC LP operates the Facilities, and requires services to be provided by OPG from time to time;

AND WHEREAS the Parties desire to enter into this Agreement to set out the general terms and conditions that will apply to provision of such services.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Specific Definitions

As used in this Agreement, the following terms shall have the meaning set forth or as referenced below:

(a) "**Actual Labour Costs**" means OPG's 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;

(b) "**Applicable Laws**" in respect of any Person, property, transaction or event, means all present and future laws, statutes, regulations, treaties, judgements and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event;

(c) "**Claims**" shall mean all claims, demands, losses, costs, penalties, damages, injuries, expenses, liabilities, suits or proceedings, including reasonable legal fees;

(d) **"Confidential Information**" means all information, written or oral, furnished by a Party, directly or indirectly, to the receiving Party, including but not limited to all contracts, financial information, engineering reports, environmental reports, technical and economic data, marketing terms and arrangements, knowledge, know-how and related information such as plans, maps, drawings, field notes, sketches, photographs, computer records or software, specifications, models, or other information which is or may be either applicable to or related in any way to the assets, business or affairs of the disclosing Party or the Facilities. Confidential Information shall include the Intellectual Property and the Materials. Confidential Information shall not include information that is already known to the receiving Party on a non-confidential basis from a source that is entitled to disclose the information, or that is or becomes generally available to the public other than as a result of any act or omission of the receiving Party or its officers, employees or advisers, or that is received by the receiving Party from a third party which is not prohibited from disclosing it;

(e) "**Expiration Date**" shall have the meaning as set out in Article 2.1;

(f) "**Facilities**" means Halton Hills Generating Station, Napanee Generating Station, Portlands Energy Centre and any other generation facilities that may be acquired in the future;

(g) "**General Services**" shall have the meaning as set out in Article 3.1;

(h) "**Governmental Authority**" shall mean any federal, provincial, local, municipal or other governmental, administrative, judicial, regulatory agency or entity having or asserting valid jurisdiction over a Party, PEC Inc., the Facilities or this Agreement including the Independent Electricity System Operator (IESO) and its successors;

(i) "**Intellectual Property**" shall have the meaning as set out in Article 7.1;

(j) "**Materials**" shall have the meaning as set out in Article 7.1;

(k) "**Party**" means a party to this Agreement and "Parties" means all of them, as the context requires;

(l) "**PEC Inc.**" shall mean Portlands Energy Centre Inc., a corporation incorporated under the laws of the Province of Ontario, and the sole general partner of PEC LP;

(m) "**Person**" shall mean any individual, sole proprietorship, partnership, corporation or company, with or without share capital, trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature;

(n) "**Portlands Group**" shall mean PEC LP, PEC Inc., the shareholders of PEC Inc., the limited partners of PEC LP and each of their respective directors, officers, employees, contractors, subcontractors, agents or representatives;

(o) "**Work Estimate and Approval Form**" shall mean the document issued by OPG in substantially the form attached as Exhibit "B" to this Agreement; and

(p) "**Work Request Form**" shall mean the request for services issued by PEC in substantially the form attached as Exhibit "A" to this Agreement.

1.2 Interpretation

(a) The singular imports the plural, the masculine, the feminine, and vice versa and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency);

(b) references to "this Agreement", "hereof", "herein" and similar expressions refer to the Agreement (including the recitals) and any appendices or schedules hereto, and to no other documents; and

(c) the division of this Agreement into parts, Articles, sub-articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.4 Exhibits

The following are the Exhibits attached to and incorporated by reference in this Agreement, which are deemed to be a part hereof:

Exhibit A - Work Request Form
Exhibit B - Work Estimate and Approval Form

ARTICLE 2
TERM

2.1 Term

The term of this Agreement shall commence on April 29, 2020 and continue for four years until and including April 28, 2024 (the "**Expiration Date**") and then shall be automatically renewed for an additional year on each anniversary of the Expiration Date, unless it is terminated in writing by either Party at least thirty (30) days prior to such anniversary date. This Agreement may also be terminated earlier by either Party with ninety (90) days' prior written notice to the other Party, or at any time upon mutual consent of the Parties in writing.

ARTICLE 3
GENERAL SERVICES

3.1 General Services

This Agreement shall apply to all technical and other services provided by OPG, either directly or through its subcontractors, to PEC LP, pursuant to the terms of this Agreement (the "**General Services**").

3.2 Scope

Except with the prior consent of the Parties, as evidenced by the issuance of an approved Work Estimate and Approval Form, this Agreement shall not apply to, and General Services shall not include, technical or other services estimated to cost in excess of $200,000. General Services shall also not include any market related services from, or the sharing of any related information technology systems with, OPG or its affiliates (excluding NV LP and its subsidiaries).

3.3 Standard of Care

In the provision of the General Services to PEC LP by OPG hereunder, OPG shall exercise the degree of care, diligence and skill as would a reasonably prudent Person having responsibility for the provision of services of the nature of the General Services to a generating facility similar to the Facilities in comparable circumstances.

In the event of any breach of this Article 3.3 of this Agreement, provided PEC LP has delivered to OPG a timely notice as required herein, OPG shall at its own expense, re-perform the non conforming General Services. The remedy set forth in this Article 3.3 is the sole and exclusive remedy for such a breach.

ARTICLE 4
PROCESS

4.1 Request for General Services

General Services which are required by PEC LP and which can be provided by OPG shall be initially identified through verbal discussions. To formally request such General Services, PEC LP shall complete a Work Request Form indicating the project name, a brief description of the services required, and any timeline or other limitations or applicable conditions, including special terms and conditions. The Work Request Form shall then be forwarded to OPG's contact as set out on the form.

4.2 Definition and Estimation

Upon receipt of a Work Request Form from PEC LP, OPG will determine if it will provide an estimate in response. If so, it shall complete a Work Estimate and Approval Form confirming the work to be carried out and estimating the schedule, resources and total costs and price. The Work Estimate and Approval Form shall then be forwarded to PEC LP's contact as set out on the form.

4.3 Authorization

In response to a Work Estimate and Approval Form, PEC LP shall then indicate its approval to its terms and conditions by executing the form. The Work Estimate and Approval Form, when executed by both Parties and delivered to OPG, will serve as authorization for OPG to commence and carry out the General Services as specified therein.

4.4 Applicable Terms and Conditions

The General Services shall be performed in accordance with the terms and conditions of this Agreement. To the extent the Parties may mutually agree, the General Services may be subject to any additional or special terms and conditions as provided in the Work Estimate and Approval Form. Without limiting the generality of the foregoing, and for clarity, a Work Estimate and Approval Form may contain special terms and conditions applicable to the General Services described therein. To the extent such special terms and conditions are inconsistent or conflict with the terms and conditions in this Agreement, such special terms and conditions shall govern.

4.5 Price for Services

PEC LP agrees to pay, and OPG hereby agrees to accept as full payment for the General Services, the compensation and fees as set forth in the applicable Work Estimate and Approval Form.

The price for General Services may be fixed price or time and materials, as agreed in the applicable Work Estimate and Approval Form. In the case of General Services performed on a fixed price basis, subject to Article 5.2 below, the price includes all activities and materials required to perform the services, and the price will not be subject to adjustments for changes in any cost of the services to OPG without the written consent of PEC LP.

Where the price for General Services is on a time and materials basis, the applicable labour or unit rates for the individuals providing the services shall be based on OPG's Actual Labour Costs. In addition, and where applicable to General Services provided on a time and materials basis, PEC LP shall pay for all third party expenses incurred by OPG in providing those services together with the direct cost of any materials, equipment or other deliverables thereunder.

4.6 Facility Policies and Procedures

If OPG provides General Services at the Facilities, OPG shall do so in accordance with PEC LP policies and procedures, including security checks, that have been provided to OPG. PEC LP will provide to OPG a copy of such policies and procedures.

ARTICLE 5
PAYMENT

5.1 Invoices

OPG shall invoice PEC LP for all General Services performed and invoices will indicate the price, labour-hours and fees or other compensation payable for provision of the services as provided in Article 4.5 above. OPG will provide invoices to PEC LP on a monthly basis, or as agreed from time to time, for all General Services provided.

5.2 Taxes

Any federal goods and services tax/harmonized sales tax which is payable in respect of the General Services shall be added to the invoices and each such invoice shall state separately the amount of such tax payable together with OPG's goods and services tax/harmonized sales tax registration number.

5.3 Payment of Invoices

PEC LP shall pay all invoices within thirty (30) days of receipt of the invoice.

ARTICLE6
LIABILITY AND INDEMNIFICATION

6.1 Indemnity by PEC

PEC LP shall indemnify, defend and hold harmless OPG and its directors, officers, employees, subcontractors and agents from and against all Claims imposed upon or incurred by OPG with respect to any personal injury or death of any individuals performing General Services pursuant to this Agreement, arising out of the gross negligence or willful misconduct of PEC LP during the term of this Agreement.

6.2 Liability of OPG

OPG shall indemnify, defend and hold harmless PEC LP from and against all Claims imposed upon or incurred by any member of the Portlands Group by or in favour of a third party (including, without limitation, those Claims arising in favour of or brought by or on behalf of any of PEC LP employees, agents, contractors, subcontractors or representatives), based upon, in connection with, relating to or arising out of the provision of the General Services, where and to the extent that any such Claim results from, arises out of or is attributable to the gross negligence or willful misconduct of OPG in the provision of the General Services.

6.3 Limitation of Liability

Subject to Article 6.5, the liability of OPG for all Claims by PEC LP against OPG arising in respect of this Agreement will not exceed:

(a) an amount equal to the cumulative amount of all amounts paid or payable under this Agreement by PEC LP to OPG, exclusive of any goods and services tax/harmonized sales tax; and

(b) the amount of insurance recoverable under this Agreement.

6.4 No Liability

Notwithstanding anything in this Agreement, OPG shall not be responsible to PEC LP for any losses, damages, costs, expenses and injury of every kind and character:

(a) to the property, facilities, equipment or materials (including, the Facilities) of any member of the Portlands Group; or

(b) except for third party Claims under Articles 6.2 and Claims under Article 7.3, resulting from PEC LP's access to or use of the Materials or the Intellectual Property.

6.5 Exceptions to Limitation

The limitation of liability set out in Article 6.3 will not apply, however, to:

(a) third party Claims under Article 6.2; or

(b) Claims suffered or incurred by a member of the Portlands Group or any Claims made against any member of the Portlands Group by any Person, to the extent arising in respect of the deliberate or willful breach of this Agreement by OPG.

6.6 Consequential Damages

Except for any third party Claims, and except to the extent recoverable under insurance required by this Agreement, neither Party will be liable to the other Party for any indirect or consequential damages.

6.7 Duty to Mitigate

Each Party has a duty to mitigate damages and shall use all commercially reasonable efforts to minimize any losses, costs, expenses, damages or other liabilities it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE 7
INTELLECTUAL PROPERTY

7.1 Ownership of Materials

The Parties acknowledge that OPG owns and possesses significant intellectual property, which may have applicability to the development, implementation and operation of PEC LP. All of the materials, literary works, and other works of authorship that are prepared for or delivered to PEC LP by OPG under this Agreement (such as test results, data, documentation, reports,

drawings, programs, programming tools, presentation materials and summarized information) (the "**Materials**") shall be owned exclusively by OPG.

Furthermore, the Parties agree that OPG (either independently or jointly with other third parties) has all right, title and interest in Materials, including but not limited to:

(i) any copyright;
(ii) any idea, design, process, database, data, testing procedure, models, concept, technique, invention, discovery or improvement, whether or not patentable; and
(iii) any other intellectual or proprietary right, that is inherent in the Materials (the "**Intellectual Property**").

7.2 Use of Materials

OPG retains the right to use the Materials and the Intellectual Property developed or owned by OPG and provided to PEC LP pursuant to this Agreement, and subject to applicable patents and copyrights, the Materials and Intellectual Property may be used freely by OPG.

Notwithstanding the above, OPG hereby grants PEC LP, a limited licence during the term of this Agreement and for as long as PEC LP operates the Facilities to use, execute, perform and display the Materials and the Intellectual Property, provided that such actions are for the sole purpose of operating and decommissioning the Facilities. Any other use of the Materials, including sublicence, transfer, copying or reproducing to any other third party, shall only be in accordance with terms to be negotiated by the Parties.

Should PEC LP wish to acquire any other rights of usage to the Materials or Intellectual Property, it may issue a notice to OPG pursuant to Article 8 of this Agreement and OPG may agree to enter into negotiation for such acquisition. Any such acquisition of rights shall be subject to terms to be negotiated on a case by case basis.

7.3 Warranty and Indemnity

OPG will pay all royalties, licence fees and other monetary amounts required in respect of the Materials and the Intellectual Property associated with the General Services.

OPG confirms that it owns or has obtained from third parties, duly authorised grants of all right, title and interest necessary to provide to PEC LP a licence regarding the Intellectual Property associated with the General Services in the manner set out in Article 7.2 of this Agreement.

OPG will, at its expense defend all claims, actions or proceedings against PEC based on any allegation that the Intellectual Property, or any part of the Intellectual Property, constitutes an infringement upon, or a misappropriation of any Intellectual Property and will pay to PEC LP all resulting costs, damages, charges and expenses incurred. PEC LP will give OPG written notice of any such claim, action or proceeding and at the request and expense of OPG, PEC LP will provide all available information, assistance and authority required to conduct its defence.

If all or any part of the Intellectual Property is finally determined to constitute an infringement or misappropriation of intellectual property rights, or if PEC LP is enjoined from using any of the Intellectual Property as a result of an infringement or misappropriation claim, OPG will at its expense promptly obtain for PEC LP the right to continue using the Intellectual Property or

promptly modify or replace the non-compliant elements of the Intellectual Property to the extent necessary to render the Intellectual Property compliant, without adversely affecting the functional or performance capabilities of the Materials.

ARTICLE 8
ADDITIONAL TERMS

8.1 Termination

From and after the effective date of termination of this Agreement, OPG shall not be entitled to any further payments under Article 5 for the periods subsequent to the effective date of termination but shall be paid all fees accrued to the effective date of termination. OPG shall submit a final statement of fees to PEC LP within ninety (90) days of the effective date of termination and such fees shall be paid to OPG within thirty (30) days of receipt by PEC LP of such statement. All rights accruing prior to the effective date of termination and all indemnity rights and the provisions of Article 6 and Article 8.11 shall survive the effective date of termination.

8.2 Transfers on Termination

On termination, OPG shall co-operate with PEC LP to ensure an orderly and smooth transition of the provision of all General Services to PEC LP or to such party as PEC LP may direct so as to ensure that any disruptions to the Facilities caused by the termination are minimized. Within thirty (30) days of the effective date of termination, OPG shall, to the extent that it is able, subject to legislative and contractual restrictions, deliver to and, where applicable, transfer into the name of PEC LP or as PEC LP may in writing direct, all property and documents of PEC LP then in the custody of OPG.

8.3 Confirmation of Records

During the term of the Agreement, and only in respect of General Services invoiced on a time and materials basis, PEC LP shall have the right to reasonable access to the books, records and accounts maintained by OPG related to provision of the General Services to verify the accuracy of the hours and expenses as invoiced by OPG. PEC LP will provide OPG with thirty (30) days notice of any such request to verify the records.

8.4 Subcontracting

PEC LP acknowledges OPG's requirement to subcontract certain of the General Services to meet its obligations under this Agreement. OPG shall, in entering into any such contractual agreement with a subcontractor, ensure that such subcontractor is subject to the applicable terms and conditions of this Agreement including but not limited to all confidentiality requirements.

8.5 Assignment

This Agreement shall not be assigned by either Party without consent of the other Party, which consent shall not be unreasonably withheld, provided that either Party may assign its interest in this Agreement to an affiliate.

8.6 Counterparts and Entire Agreement

(a) This Agreement and any amendment, restatement or termination of this Agreement in whole or in part may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which taken together 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 to be an original signature.

(b) This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

8.7 Notices

All notices hereunder shall be deemed given if in writing and delivered personally or sent by email, courier or by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address as shall be specified by like notice):

(a) if to OPG, to:
Ontario Power Generation Inc.
700 University Avenue
Toronto, Ontario M5G IX6

Attention: President, Renewable Generation
Email: mike.martelli@opg.com

(b) if to PEC LP, to:
Portlands Energy Centre L.P.
700 University Avenue
Toronto, Ontario M5G 1X6

Attention: President
Email: Chris.Fralick@aturapower.com

Any notice given by mail, email or facsimile shall be effective when received. Each Party may, by giving notice thereof to the other Party, change its address for notice, or designate to which notices must be directed, at any time.

8.8 Governing Law and Disputes

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. If there is a dispute between the Parties in connection with this Agreement, the Parties will, acting reasonably and in good faith, use all reasonable efforts to resolve the dispute as soon as possible by negotiation.

8.9 Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) suitable and equitable provisions shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8.10 Amendment, Modification and Waiver

Any amendments, modifications and waivers of this Agreement shall be done in writing and executed by both Parties.

8.11 Confidential Information

This Agreement and any Materials created hereunder shall be deemed to be Confidential Information and, for the term of this Agreement and a period of one (1) year after termination of this Agreement, neither of the Parties, without the consent of the other Party, will divulge or communicate to any person or entity or exploit for any purpose whatsoever any Confidential Information disclosed to it by the other Party or any Confidential Information obtained or produced in relation to the Agreement. Such prohibition does not prevent the disclosure of Confidential Information:

(a) to officers, employees, advisers or contractors engaged by either of the Parties in connection with the Agreement, or to the partners of PEC LP, and who are made aware of the confidential nature of the Confidential Information; or

(b) which is ordered or required by any Applicable Law or Governmental Authority or in accordance with the requirements of any recognized stock exchange.

Each of OPG (excluding, for greater clarity, NV LP and its subsidiaries), on one hand, and PEC LP, on the other, will not disclose to the other any competitively sensitive market information including information regarding electricity bid and offer strategies, electricity offer prices and quantities, gas procurement strategies and outage plans.

For greater clarity, OPG will not use any Confidential Information obtained under this Agreement to, what could reasonably be, the detriment of PEC LP.

8.12 OPG's Insurance

During the term of this Agreement, OPG shall, at its sole expense, maintain in full force and effect at all times during the performance of the General Services insurance coverages with terms, conditions and limits as set forth below, with insurers and under forms of policies reasonably satisfactory to PEC LP:

(a) Commercial General Liability Insurance having an inclusive limit of five million dollars ($5,000,000) per occurrence, including personal injury and property damages for activities not related to the General Services;

(b) Automobile Liability Insurance on all vehicles used in connection with the General Services, whether owned, leased or rented by OPG, which insurance shall have a limit of five million dollars ($5,000,000) in respect of bodily injury (including passenger hazard) and property damage resulting from any one accident; and

(c) Workers' Compensation insurance according to the jurisdiction in which the General Services are being performed.

Within ten (10) days of executing this Agreement, at the request of PEC LP, OPG shall deliver to PEC LP certificates evidencing the aforementioned policies. Insurance described under clause (a) above shall include PEC, its employees and subcontractors as additional insureds.

In addition to the above, each policy shall include a clause specifying that the insurer(s) shall endeavour to provide not less than thirty (30) days advance notice in writing to PEC LP prior to cancellation, termination or material alteration of said policy of insurance.

The requirements contained herein as to policy types, limits, terms and conditions as well as PEC LP's approval of insurance coverage to be maintained by OPG are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by OPG elsewhere under this Agreement.

Regardless of OPG's requirements as to insurance set out in this Article 8.12, insolvency, bankruptcy or failure of any insurer to pay any claim that may arise shall not constitute a waiver by PEC LP of any of the provisions of this Agreement.

OPG is responsible for any and all deductibles from the above insurance policies.

8.13 PEC LP's Insurance

During the term of this Agreement, PEC LP shall, at its sole expense, maintain in full force and effect at all times during the performance of the General Services insurance coverages with terms, conditions and limits as set forth below, with insurers and under forms of policies reasonably satisfactory to OPG.

(a) Commercial General Liability insurance having a minimum inclusive limit, for personal injury and property damage, of at least ten million dollars ($10,000,000) per occurrence. This insurance shall be on a broad Canadian manuscript policy form which shall include but not be limited to the following:

(i) Contractual Liability;
(ii) Products/Completed Operations Liability;
(iii) Employers Liability;
(iv) a Cross Liability and Severability of Interests clause; and
(v) that it is primary insurance for all insureds without any pro-rata consideration from any other similar insurance carried by OPG or any of the other insureds.

This policy will be primary and include OPG as an additional named insured.

(b) Property "All Risks" physical damage insurance, covering, without limitation, breakdown of electrical and mechanical systems, all materials, supplies, equipment, machinery, pipe, appurtenances and other similar property. This policy will be primary and include OPG as an additional insured as its interest may appear with a waiver of subrogation against all insured Parties hereunder.

(c) Environment/Pollution Liability Insurance, providing coverage for first party property damage and site clean-up and any third party claims for bodily injury, property damage and clean-up for pollution and environmental incidents arising out of the operation of the Facilities, with a limit of not less than five million dollars ($5,000,000) per occurrence and in the aggregate. The policy will be primary and include OPG as an additional insured.

PEC LP, at the request of OPG, shall deliver to OPG a non-priced certified copy of said Property All Risk Insurance policy and said Commercial General Liability insurance policy, both of which shall contain an article specifying that the insurer(s) shall endeavour to provide not less than thirty (30) days advance notice in writing to OPG prior to cancellation, termination, or material alteration of said policies of insurance.

In the event of a loss under the above described policies, OPG shall give immediate notice to PEC LP, and shall assist and cooperate in the timely settlement of any claim hereunder. PEC LP is responsible for any and all deductibles from the above insurance policies.

8.14 No Joint Venture, Partnership, etc.

Nothing contained herein shall be construed as creating any joint venture, partnership, agency or joint and several liability between the Parties.

[*signature page follows*]

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives on behalf of each of the Parties hereto as of the effective date first written above.

ONTARIO POWER GENERATION INC.

Per: ……

Nicolle Butcher, SVP Business Development and Strategy

Per: ……

John Mauti, Chief Financial Officer & Senior Vice President – Finance

PORTLANDS ENERGY CENTRE L.P., by its general partner, **PORTLANDS ENERGY CENTRE INC.**

Per: ……

Mike Martelli, Portlands Energy Centre Inc. Board Chair

Per: ……

Chris Fralick, Portlands Energy Centre Inc. President

EXHIBIT "A"

This is Exhibit "A" to the General Services Agreement between PEC and OPG.

WORK REQUEST FORM

This form is used by PEC to request services under the terms of the General Services Agreement.

PEC is to complete the form and send by e-mail to the OPG contacts listed below:

E-mail Information

E-mail to:	
cc:	
E-mail from:	

Dates

Request date:		yyyy/mm/dd
Estimated start date:		yyyy/mm/dd
Estimated completion date:		yyyy/mm/dd

Project Information

Name of project:	
General project scope:	

EXHIBIT "B"

This is Exhibit "B" to the General Services Agreement between PEC LP and OPG.

WORK ESTIMATE AND APPROVAL FORM

The attached form is used to define work scope and labour details and to estimate schedule and costs in response to a Work Request from PEC LP under the terms of the Amended and Restated General Services Agreement. Once approved, the Parties will execute the form. The executed form will be the approval to OPG to commence the work.

General Services Agreement

WORK ESTIMATE AND APPROVAL FORM

General Information

Date:	MM/DD/YYYY	**Work Order Number:**	
OPG Contact:		**PEC Contact**	
OPG WO Manager:		**PEC WO Manager:**	

Contract Type

☐ **Fixed Price** ☐ **Time & Material** ☐ **3rd Level Support "Technical Support"** ☐ **T&M Supplementary Staff**
☐ **Other, please specify:**

Contract Period:	**Start Date:** MM/DD/YYYY	**End Date:** MM/DD/YYYY

Work Description Summary:

Explain project driver: (e.g. schedule, scope, quality, cost or other)

Signatures of Agreement

Portlands Energy Centre Inc:		*Ontario Power Generation Inc.:*	
First Name Last Name [redacted]	**Date** MM-DD-YYYY	*First Name Last Name* [redacted]	**Date** MM-DD-YYYY

General Services Agreement

WORK ESTIMATE AND APPROVAL FORM

Detailed Work Description

☐ **Refer to Work Request Form**

Provide details in a separate document, as required, and identify:

- Deliverables
- Timetable / Schedule (including milestones)
- Acceptance Testing Criteria
- Key Project Assumptions

Documentation

Other Supporting Documentation

☐ Additional relevant PEC project information, policies, procedures, standards that Contractor requires to complete the Work Estimate and Approval Form.

Pricing Detail

☐ **Fixed Price Contract**

				Sub Total	Totals
Labour					
	Item	**Unit Cost**	**Qty**	**Sub Total**	
Materials & Equipment	1)				
	2)				
	3)				
Applicable GST					
Total					

☐ **Time & Materials Contract**

	Role / Person	**Rate**	**Effort** (hours)	**Sub Total**	**Totals**
Labour					
	Item	**Unit Cost**	**Qty**	**Sub Total**	
Materials & Equipment	1)				
	2)				
	3)				
Applicable GST					
Total					

General Services Agreement

WORK ESTIMATE AND APPROVAL FORM

☐ **T&M Supplementary Staff**

	Role / Person	Rate	Effort	Start Date	End Date	Sub Total	Total
Labour							
Applicable GST							
Total							

☐ **3rd Level Support "Technical Support"**

	Annual Price	Sub Total	Total
Support			
Applicable GST			
Total			

☐ **Milestones**

Document expected milestone deliverable dates. NOTE General Services Agreement requires monthly invoicing unless otherwise agreed to by the parties.

Milestone#	Milestone deliverable	Date	Progress Payment %	Progress Payment ($)
1		MM/DD/YYYY	10%	
2		MM/DD/YYYY	10%	
3		MM/DD/YYYY	10%	
4		MM/DD/YYYY	10%	
5		MM/DD/YYYY	10%	
6		MM/DD/YYYY	10%	
7		MM/DD/YYYY	10%	
8		MM/DD/YYYY	10%	
9		MM/DD/YYYY	10%	
10		MM/DD/YYYY	10%	

☐ **Hardware/Software/Special Equipment to be Procured by PEC**

If yes, provide details in supporting attachments
Identify equipment disposition at the end of Work Order

General Services Agreement

WORK ESTIMATE AND APPROVAL FORM

Service Delivery Requirements

Item	Activities	PEC	OPG

Specific Terms & Conditions

The following terms and conditions supplement those described in the General Services Agreement.