

THIS AMENDED AND RESTATED POWER PURCHASE AGREEMENT

(the “**Agreement**”) is made in on the 28th day of September, 2021.

BETWEEN:

BROOKFIELD RENEWABLE TRADING AND MARKETING LP, a limited partnership governed by the laws of Delaware and having a place of business in Gatineau, Quebec.

(“**BRTM**”)

OF THE FIRST PART

AND:

WALTHAM POWER AND COMPANY, LIMITED PARTNERSHIP, a limited partnership formed pursuant to the laws of Quebec and having its head office in Gatineau, Quebec.

(“**Waltham**”)

OF THE SECOND PART

AND:

THE OTTAWA RIVER POWER CORPORATION, a corporation incorporated under the laws of Ontario and having its head office in the City of Pembroke, County of Renfrew in the Province of Ontario.

(“**ORPC**”)

OF THE THIRD PART

WHEREAS ORPC was incorporated pursuant to the laws of the Province of Ontario on the 28th day of April 1999 for the purposes of the distribution of electricity in and for the Province of Ontario;

AND WHEREAS Waltham was formed pursuant to the laws of the Province of Quebec and is engaged in the generation of electrical power;

AND WHEREAS Waltham operates a hydroelectric generation system on the Noire River, near Waltham, Quebec (the “**Waltham Project**”);

AND WHEREAS BRTM (formerly an Ontario limited partnership) is governed by the laws of the State of Delaware and has authority to act as Waltham’s agent to sell energy generated by the Waltham Project;

AND WHEREAS part of the electrical power consumed in the distribution system of ORPC in the ORPC service territory has historically come from the Waltham Project;

AND WHEREAS on October 24, 2002, HPI, in its role as general partner of Waltham that manages the affairs of Waltham, Brascan Energy Marketing Inc. and ORPC entered into an agreement for the supply of Waltham Power to ORPC (the "**Original Agreement**");

AND WHEREAS, pursuant to a letter agreement between Brookfield Energy Marketing Inc. (formerly known as Brascan Energy Marketing Inc.), ORPC and HPI dated June 21, 2007, the term of the Original Agreement was extended until such time at which the parties would enter into a new power purchase agreement to replace the Original Agreement;

AND WHEREAS on March 27, 2009, the OEB granted, on an interim basis, an exemption from section 2.2.2 of the SSSC and section 3.2 of the RSC to ORPC, the whole with respect to the Original Agreement, which exemption was set to expire on August 1, 2009;

AND WHEREAS on March 27, 2009 the OEB also rendered an interim decision ordering ORPC to file a new contract for the supply of Waltham Power by BEMI by June 1, 2009;

AND WHEREAS BEMI, ORPC and Waltham entered into a new power purchase agreement on July 25, 2009 (the "**2009 Agreement**") with a term ending on November 30, 2015 in connection with which the OEB rendered a decision granting ORPC an exemption from section 2.2.2 of the SSC and Section 3.2 of the RSC;

AND WHEREAS, the 2009 Agreement was assigned by BEMI to Brookfield Energy Marketing LP ("**BEM LP**") on or around December 1, 2010;

AND WHEREAS, pursuant to a letter agreement dated January 29, 2015, the term of the 2009 Agreement was extended until November 30, 2020, conditional upon the approval of the OEB;

AND WHEREAS on June 18, 2015, the OEB rendered a decision granting ORPC an extension to its exemption from section 2.2.2 of the SSSC and section 3.2 of the RSC for the duration of the contractual arrangement between ORPC and BEM LP;

AND WHEREAS on or around September 30, 2019, BEM LP assigned the 2009 Agreement, as extended, to Brookfield Renewable Trading and Marketing LP;

AND WHEREAS, pursuant to a letter agreement between the parties dated September 9, 2020, the term of the 2009 Agreement was further extended to March 31, 2021, conditional upon obtaining the required regulatory exemptions and approvals;

AND WHEREAS on November 26, 2020, the OEB issued a decision and order extending the exemptions to ORPC's Electricity Distribution Licence required for the 2009 Agreement to be in effect until March 31, 2021;

AND WHEREAS, pursuant to a letter agreement between the parties dated March 9, 2021, the term of the 2009 Agreement was further extended to September 30, 2021, conditional upon obtaining the required regulatory exemptions and approvals;

AND WHEREAS, on March 25, 2021, the OEB issued a decision and order extending the exemptions to ORPC's Electricity Distribution Licence required for the 2009 Agreement to be in effect until September 30, 2021;

AND WHEREAS, the parties entered into a new Power Purchase Agreement on September 23, 2021 (the "**Initial New PPA**"), with an effective date of the first day of the month following the grant to ORPC of all regulatory approvals required for it to go into effect, but containing a provision stating that the Initial New PPA would not come into effect and would not be binding on the parties should this effective date not occur on or before October 1, 2021;

AND WHEREAS, it has become evident to the parties that the regulatory approvals required for the Initial New PPA to come into effect will not be obtained on or before October 1, 2021;

AND WHEREAS, as a result of the foregoing, the parties wish to amend and restate the Initial New PPA;

AND WHEREAS, pursuant to a letter agreement between the parties dated September 27, 2021, the term of the 2009 Agreement was further extended to the earlier of: (i) December 31, 2021; and (ii) the last day of the month in which ORPC obtains all required regulatory exemptions and approvals to enter into this Agreement, conditional upon obtaining the required regulatory exemptions and approvals;

AND WHEREAS, the parties wish to continue to supply Power to each other beyond the term of the 2009 Agreement, the whole on the terms set forth in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the parties agree with one another as follows:

1. **Definitions**

- a) "**2009 Agreement**" has the meaning ascribed thereto in the preamble of this Agreement.
- b) "**Actual GA Rate**" has the meaning ascribed thereto in Section 4 c)iv) of this Agreement.
- c) "**Affected Party**" has the meaning ascribed thereto in Section 9 of this Agreement.
- d) "**BEM LP**" has the meaning ascribed thereto in the preamble of this Agreement.
- e) "**Change in Law**" has the meaning ascribed thereto in Section 15 of this Agreement.
- f) "**Effective Date**" means the first (1st) day of the month following the grant of all regulatory approvals required for this Agreement to go into effect, including the required exemption(s) from Section 2.2.2 of the SSSC and Section 3.2 of the RSC to be granted by the OEB to ORPC.
- g) "**Force Majeure**" has the meaning ascribed thereto in Section 9 of this Agreement.

- h) "**GA**" has the meaning ascribed thereto in Section 4 c)iv) of this Agreement.
- i) "**HOEP**" or "Hourly Ontario Energy Price" shall have the meaning set out in the Market Rules.
- j) "**HONI**" or "**Hydro One**" means Hydro One Networks Inc., or any successor thereof.
- k) "**HPI**" has the meaning ascribed thereto in the preamble of this Agreement.
- l) "**HQ**" has the meaning ascribed thereto in Section 2 a) of this Agreement.
- m) "**IESO**" means, the Independent Electricity System Operator established under the *Electricity Act, 1998* (Ontario), as amended from time to time, or any successor thereof.
- n) "**Initial Term**" has the meaning ascribed thereto in Section 3 a) of this Agreement.
- o) "**Market Rules**" means the rules established by the IESO pursuant to section 32 of the *Electricity Act, 1998* (Ontario) in effect from time to time.
- k) "**MDEF**" means, M.V. 90 Meter Print File.
- l) "**OEB**" means the Ontario Energy Board.
- m) "**Operating Agreement**" has the meaning ascribed thereto in Section 7a) of this Agreement.
- n) "**Original Agreement**" has the meaning ascribed thereto in the preamble of this Agreement.
- o) "**Purchaser**" has the meaning ascribed thereto in Section 6 a) of this Agreement.
- p) "**Renewal Term**" has the meaning ascribed thereto in Section 3 b) of this Agreement.
- q) "**RSC**" means the Retail Settlement Code issued by the Ontario Energy Board, in effect from time to time.
- r) "**SSSC**" means the Standard Supply Service Code for Electricity Distributors issued by the OEB, in effect from time to time.
- s) "**Secured Lender**" has the meaning ascribed thereto in Section 17 of this Agreement.
- t) "**Supplier**" has the meaning ascribed thereto in Section 6 a) of this Agreement.
- u) "**VEE Process**" has the meaning ascribed thereto in Section 4 d) of this Agreement.
- v) "**Waltham Power**" means energy generated by the Waltham Project.
- w) "**Waltham Project**" has the meaning ascribed thereto in the preamble of this Agreement.

2. **Purchase and Sale**

a) BRTM agrees to supply and ORPC agrees to purchase and pay for all Waltham Power that is not delivered to Hydro-Quebec (“HQ”) customers by Waltham, being up to 11,000 kilowatts of Waltham Power at any given time, the whole in accordance with the terms and conditions set out herein.

b) ORPC agrees to supply and BRTM agrees to purchase and pay for power, as is required to meet the demands for energy from the Waltham Project, the whole in accordance with the terms and conditions set out herein.

3. **Term of the Agreement**

a) Unless terminated earlier in accordance with its terms, the initial term of this Agreement shall commence on the Effective Date and end on the date that is five (5) years from such Effective Date (the “**Initial Term**”), provided that if the Effective Date does not occur on or before March 31, 2022, this Agreement shall not come into effect and shall not be binding on any of the parties.

b) The parties hereto agree that each of BRTM and Waltham shall have the right, in its sole discretion, to elect to extend the term of this Agreement, on the same terms and conditions, for four (4) additional periods of five (5) years each (each, a “**Renewal Term**”), each such extension being conditional upon the parties obtaining all required regulatory approvals, including ORPC being granted all necessary exemptions by the OEB. BRTM or Waltham, as the case may be, shall give written notice to ORPC of its intention to extend the Initial Term or any Renewal Term, as applicable, at least one (1) year prior to the expiry of the then-current term. Upon receipt of such notice, the parties will provide their best efforts and take all steps necessary to obtain all regulatory approvals required prior to the expiry of the then-current term and will collaborate and provide assistance to each other in doing so.

c) In the event that HQ modifies its current network configuration in a way that enables the total output of the Waltham Project to be sent into HQ’s network, BRTM or Waltham shall have the right, but not the obligation, to terminate this Agreement by providing ninety (90) days’ written notice to the other parties or by providing such written notice as soon as possible if the changes to HQ’s network are set to come into effect less than ninety (90) days after BRTM or Waltham, as the case may be, became aware of them.

4. **Purchase by ORPC**

a) BRTM shall deliver the Waltham Power sold to ORPC under this Agreement at ORPC’s sub-stations 4 and 8 located in Pembroke, Ontario.

b) The Waltham Power to be delivered by BRTM to ORPC shall be alternating three (3) phase, having a nominal frequency of 60 cycles per second and nominal voltages, or as may be mutually agreed upon from time to time by the parties.

c) On a monthly basis, ORPC agrees to settle with and make all payments to BRTM with respect to Waltham Power delivered by BRTM hereunder. ORPC shall pay BRTM for all such delivered Waltham Power per the following formula:

Power Charge + Avoided Market Charge + Avoided Transmission Charge + Avoided Global Adjustment (if applicable), where:

- i. **Power Charge** = the number of MWh delivered each hour x HOEP (for each applicable hour) for every hour during the month;
 - ii. **Avoided Market Charge** = thirty-five percent (35%) of the sum of all the market charges that ORPC avoided during the month by taking delivery of the Waltham Power.
 - a. The applicable market charge is currently the Hydro One Wholesale Market Service Charge as set out in ORPC's monthly invoice from HONI. BRTM and ORPC each agree to promptly inform each other of any change to the Avoided Market Charge that may occur during the term of the Agreement and, in such a case, agree to amend this section accordingly.
 - b. ORPC will provide BRTM with the supporting documentation for the Avoided Market Charge calculation on a monthly basis.
 - iii. **Avoided Transmission Charge** = fifty percent (50%) of the HONI monthly transmission charges avoided by ORPC by purchasing power from Waltham pursuant to this Agreement expressed in \$ per kilowatt hours (kWh), multiplied by the quantity of Waltham Power (expressed in kWh) delivered to ORPC hereunder coincidentally with the monthly Hydro One billing peak hour, as detailed in paragraph e) below.
 - iv. **Avoided Global Adjustment** = fifty percent (50%) of the IESO monthly Global Adjustment (“GA”) charges avoided by ORPC by purchasing power from Waltham pursuant to this Agreement, being fifty percent (50%) of the actual GA rate applicable to Class B customers for any given month expressed in \$ per kWh, as such rate is published by the IESO on its website or via any other communication tool from time to time (the “**Actual GA Rate**”), multiplied by the quantity of Power (expressed in kWh) delivered to ORPC hereunder in such month. ORPC will provide the Actual GA Rate to BRTM for a given month no later than seven (7) days after such Actual GA Rate has been published. BRTM will then calculate the Avoided Global Adjustment payable by ORPC for such month and include this amount on the next invoice it sends to ORPC. ORPC will provide BRTM with all supporting documentation required to enable BRTM to calculate the Avoided Global Adjustment on a monthly basis.

As of the date of the execution of this Agreement, discussions were still ongoing with the OEB and other stakeholders on the applicability of the Global Adjustment charge on Waltham Power. ORPC will take all commercially reasonable steps to pursue seeking confirmation from the OEB that the Global Adjustment charge does not apply to Waltham Power purchased hereunder. ORPC agrees to keep Waltham apprised of the status of discussions with OEB .
- d) **Power Charge Component** - Metering data collected by BRTM from Waltham’s meter shall be used as the basis for preparation of monthly statements. The

metering data shall be subjected to ORPC's validating, estimating and editing process (the "**VEE Process**") for settlement and billing purposes. Any editing, estimating or correcting of any metering data found to be erased or missing shall be performed in accordance with the VEE Process.

- e) **Avoided Transmission Charge** - ORPC shall, no later than seven (7) days after it receives a monthly installment account for electrical power supplied by Hydro One: (i) calculate the quantity of Waltham Power delivered in such month by BRTM coincidentally with Hydro One's peak at ORPC's substations; (ii) calculate the Avoided Transmission Charge owing to BRTM on such Waltham Power delivered coincidentally with Hydro One's peak at the rate set forth in Section 4 a)iii) above; and (iii) communicate its detailed calculation of the Avoided Transmission Charge payable for the month in question to BRTM. BRTM will include the amount corresponding to the Avoided Transmission Charge communicated by ORPC on the next invoice it sends to ORPC.

5. **Purchase by BRTM**

ORPC agrees to supply energy to BRTM when the energy generated by the Waltham Project is not sufficient to meet the needs on HQ's network at the OEB approved rate for energy supplied to the Province of Quebec. This rate will include approved monthly charges for standby or other expenses, plus HOEP. ORPC will deliver the power to substations 4 and 8, located in Pembroke, Ontario.

6. **Invoicing**

- a) ORPC or BRTM, as the case may be (referred to in this Section 6 as the "**Supplier**"), shall provide a monthly invoice to ORPC or BRTM, as the case may be (referred to in this Section 6 as the "**Purchaser**") for all energy delivered pursuant to this Agreement, at the end of the month of delivery.
- b) The Purchaser shall pay any amounts invoiced for energy purchased pursuant to this Agreement, no later than twenty-one (21) days after it receives an invoice from the Supplier.
- c) The Supplier shall reimburse any amounts paid by the Purchaser that, based on the Purchaser's records and the measuring devices installed, should not have been charged to the Purchaser. In order to obtain said reimbursement, the Purchaser shall provide written notice to the Supplier of the error and provide documentation reasonably sufficient to justify same and once the Supplier has reviewed such documentation and the parties agree on the reimbursement due, the Supplier shall set off the amount to be reimbursed against amounts owed to the Purchaser on the next invoice from the Supplier for energy delivered to the Purchaser. It is agreed that the Purchaser has the right to obtain reimbursement as described in this paragraph c) for up to twelve (12) months following the date on which the amounts subject to reimbursement were invoiced. There shall be no right for the Purchaser to claim any such reimbursement after such date.
- d) In the event that the Purchaser fails to pay any amount due and payable pursuant to the terms of this Agreement within the time period prescribed by the terms of this Agreement, interest shall be payable on any such outstanding amounts at the rate of 1.5 % per month.

7. Service Requirements

- a) Each of the parties agrees to comply with their material obligations under the Amended and Restated Operating Agreement dated September 23, 2021 (the “**Operating Agreement**”) pertaining to the operation of their systems to facilitate delivery of energy hereunder.
- b) Each party will perform all services and supply all equipment that may be required for it to fulfill its obligations under this Agreement at no additional cost to the other parties, the whole subject to the provisions of the Operating Agreement.
- c) BRTM will ensure that all devices, equipment and material that are required to be installed to ensure that the Waltham Power to be delivered to ORPC hereunder will be alternating three (3) phase, having a nominal frequency of 60 cycles per second and nominal voltages, or as may be mutually agreed upon from time to time by the parties.

8. Provincial Requirements. Licensing. etc.

Each of the parties hereto agrees that it shall comply, at its own cost and expense, with any laws, statutes, regulations or other legislative or regulatory requirements applicable to it which is in effect in Quebec and/or Ontario, including, without limitation, any requirements imposed by the OEB including, but not limited to, requirements to file documentation, license requirements or metering obligations, applicable to the matters contemplated by this Agreement and will indemnify and save the other parties from any claims, causes of actions or any matters resulting from its non-compliance with any such requirements .

9. Force Majeure

- a) In the event that any party to this Agreement is unable to perform or comply with its obligations hereunder by reason of the occurrence of an event or circumstance (a “**Force Majeure**”) that such party proves: (i) is beyond its reasonable control; (ii) could not reasonably have been foreseen at the time of the conclusion of this Agreement; and (iii) the effects of which could not reasonably have been avoided or overcome by such party, acting in a commercially reasonable manner, including, without limiting the generality of the foregoing, floods, earthquakes, hurricanes and tornadoes, strikes or other labour disputes, riots, fires, insurrections, terrorism, civil commotions, invasions, explosions, epidemics or pandemics or act of God; provided that lack of finances or inability to perform due to the financial condition of either party shall not constitute Force Majeure, then the party affected by the Force Majeure (the “**Affected Party**”) may give notice of such Force Majeure to the other parties to this Agreement and the Affected Party’s obligations (other than payment obligations) under this Agreement shall be suspended for the duration of the Force Majeure and such Affected Party shall not be liable for any liabilities, damages, losses, payments, costs, expenses to or incurred by the other parties in respect or relating to such Force Majeure and such Affected Party’s failure to so perform or comply during the continuance and to the extent of the inability so caused from and after the invocation of Force Majeure. The Affected Party shall work promptly and diligently towards resuming to perform its obligations hereunder. In the event that the Force Majeure prevents the Affected party to perform and comply with its obligations under this Agreement for more than one (1) year, any party may terminate this Agreement upon written notice to the other

parties, and no party will be liable for any liabilities, damages, losses, payments, costs, expenses or other claims related to such termination.

10. Temporary Interruption of Supply

a) The parties hereto shall have the right to immediately interrupt the supply and/or acceptance of energy hereunder for the purposes of an emergency or when it is necessary to safeguard life or property.

b) The parties shall also have the right, at reasonable times and, when possible, after reasonable advance written notice has been given to each other, to interrupt the supply and/or acceptance of energy hereunder for the purpose of operational maintenance, replacement or detention of each of the parties' apparatus, equipment or works. All such interruptions shall be of minimum duration and, when possible, the parties shall arrange for a time least objectionable to each other or to their respective customers.

11. Default

a) If any of the parties fails to comply with any of its material obligations hereunder and does not cure such failure to comply within thirty (30) days (or start curing such failure within such time period if it is not possible to cure within thirty (30) days) of receiving written notice thereof from any other party to this Agreement, such other party may, in addition to any other rights it may have at law or in equity, terminate this Agreement by sending a written notice to the other parties.

b) Each of the parties shall be deemed to be in default if it becomes insolvent, pursuant to the meaning of the *Bankruptcy and Insolvency Act* or if its property or any substantial portion thereof is seized or otherwise attached by anyone pursuant to any legal process, including distress, execution or any other step or proceeding with similar effect.

12. Arbitration

All matters in difference between the parties in relation to this Agreement, where a dispute resolution mechanism is not otherwise provided for pursuant to this Agreement, shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, or otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The parties will comply with the provisions of the *Arbitrations Act* (Ontario) throughout the arbitration process. The award and determination of the arbitrator or arbitrators or any two of three arbitrators shall be binding upon the parties and their respective heirs, executors, administrators and assigns.

13. Confidentiality

Each party shall keep all confidential information disclosed by another party in the context of this Agreement strictly confidential. Notwithstanding the foregoing, a party under this Agreement may disclose another party's confidential information to: (i) its affiliates; and (ii) its own and its affiliates' officers, directors, employees, contractors, consultants, and professional advisors, who have a need to know, are informed of the confidential nature of the confidential information and are bound by obligations of confidentiality owed to the party

disclosing the information.

14. Liability, Damage and Insurance

a) BRTM and/or Waltham, as the case may be, agrees to indemnify and save harmless ORPC from any and all claims and demands, costs and expenses for and with respect to any loss, damages or injury (including loss of life) to property or persons, including by a third party, arising out of or attributable to BRTM or Waltham's gross negligence or willful misconduct.

b) ORPC agrees to indemnify and save harmless BRTM and/or Waltham, as the case may be, from any and all claims and demands, costs and expenses for and with respect to any loss, damages or injury, (including loss of life) to property or persons, including by a third party, arising out of or attributable to ORPC's gross negligence or willful misconduct.

c) Waltham shall maintain throughout the Initial Term of this Agreement and any Renewal Term and at its sole cost and expense, all the necessary and appropriate insurance that a prudent person in the business of operating a hydroelectric generation project similar to the Waltham Project would maintain, including "all-risk" property insurance covering not less than the full replacement value of the Waltham Project and commercial general liability insurance, with each having a minimum limit of \$5,000,000.00. This insurance shall be reasonably acceptable to ORPC and include liability insurance coverage with respect to any third party claim against liability due to injury to or death of any person or persons. BRTM shall, if requested by ORPC, provide ORPC with a certificate of insurance confirming the required coverage.

d) ORPC shall maintain throughout the Initial Term of this Agreement and any Renewal Term and at its sole cost and expense, all the necessary and appropriate insurance that a prudent person operating a business similar to ORPC's would maintain, including "all-risk" property insurance and commercial general liability insurance, with each having a minimum limit of \$5,000,000.00. This insurance shall be reasonably acceptable to Waltham LP and include liability insurance coverage with respect to any third party claim against liability due to injury to or death of any person or persons.

15. Change in Law

a) In the event of a change to any applicable legislative or regulatory provision, including but not limited to the Market Rules (a "**Change in Law**") that results in any party to this Agreement, acting reasonably, believing that it is not (or will not be) able to carry out its obligations under this Agreement, then the affected party may send a written notice to the other parties describing the Change in Law and the impact such Change in Law has or will have on its ability to fulfill its obligations hereunder and, in such a case, the parties will meet within a reasonable time following receipt of such notice and negotiate, in good faith, reasonable amendments to this Agreement to ensure that all parties can meet their obligations thereunder given the Change in Law. In the event that no agreement can be reached between the parties within one hundred and eighty (180) days of the start of the negotiations, then the matter shall be referred to mandatory binding arbitration in accordance with Section 12 hereto.

b) If a “**Change in Law**” does not prevent a party to this Agreement from carrying out its obligations hereunder but changes the parties’ economics, as such economics were contemplated hereunder prior to the introduction of the Change in Law, any party may send a written notice to the other parties describing the Change in Law and its impact and requesting that amendments be made to the Agreement. The parties will meet within a reasonable time following receipt of such written notice and negotiate, in good faith, reasonable amendments to the terms of this Agreement that will substantially restore the parties’ economics under the Agreement, as such economics were contemplated prior to the introduction of the Change in Law. In the event that no agreement can be reached between the parties within one hundred and eighty (180) days of the start of the negotiations, then the matter shall be referred to mandatory binding arbitration in accordance with Section 12 hereto.

16. **Waiver**

a) The failure of any party to this Agreement to enforce or insist upon compliance of any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions and the same shall remain at all times in full force and effect.

17. **Assignment**

a) This Agreement may not be assigned by one party thereto without the express consent of the other parties, such consent not to be unreasonably withheld. Notwithstanding the foregoing, BRTM or Waltham may assign this Agreement without the prior written consent of ORPC to: (i) an affiliate that is directly or indirectly controlled by Brookfield Asset Management Inc.; and (ii) as security to any lender who provides financing in connection with the Waltham Project, Waltham or BRTM (a “**Secured Lender**”). In the case of an assignment to any Secured Lender, ORPC agrees to execute a customary tripartite agreement with Waltham or BRTM (as the case may be) and the Secured Lender(s) confirming the assignment of the Agreement as security and giving the Secured Lender(s) certain customary rights. ORPC agrees to promptly cooperate with Waltham and BRTM and to be reasonable in connection with the execution of such agreement.

18. **Notice**

a) Any written notice required to be delivered under this Agreement shall be effected if delivered as follows:

- i. Delivery to ORPC may be effected by delivery to the President, Justin Allen, or any subsequent President of ORPC, addressed and sent by registered mail or courier or personal delivery at 283 Pembroke Street West, P.O. Box 1087, Pembroke, Ontario, K8A 6Y6 or by email at inquiries@orpowercorp.com.
- ii. Delivery to BRTM and/or Waltham may be effected by delivery by registered mail or courier or personal delivery at c/o Evolugen, 41 Victoria Street, Gatineau, QC J8X 2A1, Attention: General Counsel, or by email at legal.department.na@brookfieldrenewable.com.

- b) In the event that notices are to be provided to other individuals in the place of these parties, then the parties shall provide names and addresses for same to the other parties in writing.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto. There are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties hereto and this Agreement may not be amended or modified in any respect, except by written instrument signed by the parties hereto.

20. Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the parties hereto hereby irrevocably submits and attorns to the jurisdiction of the courts of the Province of Ontario.

21. Benefit and Binding Nature of the Agreement

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


22. Amendment and Restatement

The Initial New PPA shall be superseded and replaced in its entirety by this Agreement.

[Signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

**BROOKFIELD RENEWABLE TRADING AND
MARKETING LP**

Per: 
Frédéric Verlez, Senior Vice President

Per: 
Simon Laroche, Vice President

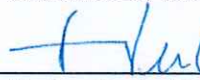
We have the authority to bind the Partnership

THE OTTAWA RIVER POWER CORPORATION

Per: 
Justin Allen, President

I have the authority to bind the corporation.

**WALTHAM POWER AND COMPANY, LIMITED
PARTNERSHIP, by its general partner, HYDRO-
PONTIAC SERVICES INC.**

Per: 
Frédéric Verlez, Senior Vice President

Per: 
Simon Laroche, Vice President

We have the authority to bind the corporation.