

**AMENDED AND RESTATED OPERATING AGREEMENT** (the “**Agreement**”)  
made as of the 23<sup>rd</sup> day of September, 2021.

**BETWEEN:**

**WALTHAM POWER AND COMPANY, LIMITED PARTNERSHIP,**  
a limited partnership formed pursuant to the laws of Quebec  
and having a place of business at 41 Victoria Street, Gatineau, Quebec J8X 2A1

(hereinafter called, "**Waltham LP**" of the FIRST PART)

**-and-**

**OTTAWA RIVER POWER CORPORATION,**  
a corporation formed pursuant to the laws of Ontario  
and having a place of business at 283 Pembroke Street West, Pembroke, Ontario, K8A 6Y6

(hereinafter called, "**ORPC**" of the SECOND PART)

**RECITALS**

**WHEREAS:**

1. Waltham LP operates a hydroelectrical generation system on the Noire River near Waltham in the Province of Quebec (the “**Waltham Project**”).
2. ORPC is a distributor of electricity located in Pembroke, Ontario.
3. ORPC and Waltham LP purchase power from each other from time to time.
4. On December 9, 1998, Hydro-Pontiac Inc. (“**HPI**”), in its role as general partner of Waltham LP and the Hydro Electric Commission of the City of Pembroke entered into an Operating Agreement with respect to the operation of their systems to facilitate the delivery of power by Waltham LP to the City of Pembroke (the “**Original Agreement**”).
5. Pursuant to the laws of the Province of Ontario, and the transfer by-law from the City of Pembroke to ORPC, the Original Agreement was assigned by the Hydro Electric Commission of the City of Pembroke to ORPC.
6. Effective as of December 18, 2020, HPI assigned the Original Agreement to Waltham LP;
7. ORPC and Waltham LP have agreed to amend certain terms of the Original Agreement by amending and restating the Original Agreement on the terms set out herein.

IN CONSIDERATION of the mutual covenants and agreements herein set forth the parties agree as follows:

**1. Operating Requirements**

- 1.1 The parties agree to operate their systems to facilitate the delivery of power between the parties and comply with the operating requirements set forth in Schedule "A" attached hereto.

1.2 Waltham LP agrees to provide the protection systems detailed in Schedule "B" attached hereto.

1.3 Waltham LP agrees to comply with the metering requirements detailed in Schedule "C" attached hereto.

## 2. **Recuperation**

In as much as a direct current supply is required to operate Waltham LP's breakers, Waltham LP shall pay to ORPC, for the use of ORPC's D.C. supply, the sum of One Thousand Dollar (\$ 1,000) per year, payable within thirty 30 days of receipt by Waltham LP of an invoice to that effect from ORPC to be sent on around the 15<sup>th</sup> day of September each year for the term of the Agreement.

## 3. **Maximum carrying of energy**

The parties agree that the maximum power that may be wheeled or carried through ORPC equipment lines and other facilities by Waltham LP is 11 MW of power.

## 4. **Term**

Unless terminated earlier in accordance with the terms hereof, this Agreement shall remain in force and effect for so long as power is delivered from one party to another along Waltham LP's 44 kV lines, including without limitation, pursuant to any Power Purchase Agreement in effect between the parties.

## 5. **Default and Termination**

5.1 Subject to Section 5.2 below, either party shall be entitled to terminate this Agreement if the other party fails to comply with any of its material obligations thereunder 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 the other party to this Agreement.

5.2 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 party 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.

## 6. **Liability, Damage and Insurance**

6.1 Waltham LP 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 Waltham LP's gross negligence or wilful misconduct.

6.2 ORPC agrees to indemnify and save harmless Waltham LP 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

6.3 Waltham shall maintain throughout the term of this Agreement 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.

6.4 ORPC shall maintain throughout the term of this Agreement 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. ORPC shall, if requested by Waltham LP, provide Waltham LP with a certificate of insurance confirming the required coverage.

## 7. Waiver

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

## 8. Compliance with Statutes

Waltham LP and ORPC shall be responsible for complying with all applicable legislative, statutory and regulatory requirements.

## 9. Arbitration

Should the parties have a dispute with respect to any terms of this Agreement, the parties agree that all matters and differences between the parties in relation to this Agreement shall be referred to the arbitration of a single arbitrator if the parties agree upon one, 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 the arbitration. Any such arbitration shall be conducted in compliance with the *Arbitration Act* (Ontario). The decision of the arbitrator(s) shall be binding upon the parties and their respective heirs, executors, administrators and assigns.

## 10. Law of Contract

The parties agree that the Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

## 11. Assignment

11.1 Except as provided for in Paragraph 11.2 below, this Agreement may not be assigned without the express consent of both parties, such consent not to be reasonably withheld.

11.2 Notwithstanding Paragraph 11.1:

Waltham LP may assign this Agreement, without consent of ORPC, to an affiliate that is directly or indirectly controlled by Brookfield Asset Management Inc.

## 12. Notice

Any written notice provided by this Agreement shall be effective if delivered as follows:

- 12.1 Delivery to ORPC may be effected by delivery to the President, Justin Allen, or any subsequent President of ORPC, addressed and sent by double registered mail or courier or personal delivery at 283 Pembroke Street West, P.O. Box 1087, Pembroke, Ontario, K8A 6Y6 or by email at: •.
- 12.2 Delivery to Waltham LP 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.

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.

### **13. 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.

*[Signature page follows]*

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

**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.

**THE OTTAWA RIVER POWER CORPORATION**

Per:   
Justin Allen, President

I have the authority to bind the corporation.

**SCHEDULE "A"**  
**OPERATING REQUIREMENTS**

**Information**

**1. Ownership**

- 1.1 Waltham LP owns wires and associated equipment (insulators, etc.), plus breakers "A1 11 (Z2H1D) & "B1" (COX5M) and its respective protection equipment on "A" and "B" 44 kv circuits in the City of Pembroke, ON, with the exception of the metering which is owned by ORPC. In addition, the billing metering is owned by ORPC.
- 1.2 ORPC owns pole lines in the City of Pembroke, the City loop and terminal stations 4 & 8 in the City of Pembroke.
- 1.3 Waltham LP owns poles and lines east of the City of Pembroke limits to the Drive In Road on Pembroke Street East.

**2. Operating Control**

- 2.1 "Operating Control" is defined as the exclusive authority to perform, direct, or authorize the operation of specific devices. Assignment of Operating Control is based with ORPC Administration.
- 2.2 In its capacity as Administrator of the Operating Control, ORPC acknowledges and agrees that:
  - A: Waltham LP has remote control of A1 11 and "B1 11 breakers
  - B: Waltham LP may designate a third party who will carry out all its operating responsibilities under this Agreement.
  - C: ORPC shall communicate with Waltham LP or its designated operator with respect to any planned changes in the system where the changes may affect Waltham LP's system.

**3. 44KV Feeders**

- 3.1 Pembroke Operator will have operating control of the two breakers A1 (Z2H1D) and B1 (COX5M) and of the two disconnects A1 (A1S1P) and B1 (Y9M8X).
- 3.2 All breakers and disconnects located in the Province of Quebec are under the operating control of Waltham LP.

**4. Operation**

- 4.1 Both "A" and "B" lines will normally operate in parallel only if the supply to ORPC is greater than 1,200 kW. If the supply to ORPC is under 1,200 KW, then there shall only be a single line feed to ORPC avoiding circulating currents.
- 4.2 Due to the various supply arrangements that may be in place at the ORPC transformer station, all load transfers between the 6M1 and 6M2 feeders must be approved by the Ontario Grid Control Centre.
- 4.3 Operation of gang operated switches on A1 (A1S1P) and B1 (Y9M8X) will be carried out by Waltham LP staff, with the supervision of OPRC staff.
- 4.4 Operation of gang switches and breakers in the Province of Quebec will be carried out by Waltham LP.

- 4.5 Waltham LP agrees to synchronize its system for the purposes of enabling power to flow into the Pembroke substations 4 and 8 and into the Hydro One grid system.
- 4.6 Each of ORPC and Waltham LP will make all reasonable efforts to reduce interruptions on the Ontario Hydro system that are caused by faults on its system. If more than three or more such interruptions occur in any twelve (12)-month period, the parties agree to promptly meet to discuss solutions that can be implemented in order to minimize such interruptions and agree to cooperate and provide all commercially reasonable efforts necessary to implement these solutions.

## **5. Planned Operation**

- 5.1 ORPC is responsible for coordinating all operations and outages to equipment under its control. ORPC will give Waltham LP five (5) business days' notice of any operation or outage that could impact the operation of the Waltham LP system and/or stations.
- 5.2 Waltham LP is responsible for coordinating all operations and outages to equipment under their control. Waltham LP will give ORPC five (5) business days' notice of any outages, or outage that could impact the operation of the ORPC system.
- 5.3 Each utility will [promptly – or other delay that makes sense?] inform the other of any change of electrical configuration in the 44 KV within their jurisdiction.

## **6. Servicing**

- 6.1 Servicing and repair of that portion of the A and B lines located within the City of Pembroke shall be carried out by Waltham LP
- 6.2 Servicing on the City tie-line outside the City of ORPC between the Drive In Road and the City boundary will be maintained by ORPC at their cost.
- 6.2 In the event that switching, tagging or clearing of either of A or B lines to perform work is required by Waltham LP, no charges shall be levied against ORPC.

## **7. Maintenance of Power Factors and Voltage**

- 7.1 Waltham LP agrees to maintain at all times a power factor in excess of 90%.
- 7.2 Waltham LP shall maintain an operating voltage which will not negatively affect the ORPC operation.

## **8. Upgrades**

Each party shall be responsible for the cost of any upgrades or renovations or any new construction required for their respective equipment or facilities for the purposes of this Agreement.

## **9. Communications**

- 9.1 Communications between ORPC and Waltham LP regarding the operation of their respective operating systems will be made between the respective operators. In the case where a party has engaged a third party to be the operator of the systems to which this Agreement pertains, the other party will collaborate with such third party for the purposes of this Agreement.
- 9.2 ORPC will inform Waltham LP whenever conditions occur affecting the supply to ORPC. Normal contact is via telephone as per telephone numbers listed in Appendix "A" attached hereto and to be updated from time to time.
- 9.3 Information and instructions between ORPC and Waltham LP for operations and work protection shall be properly recorded. Communications involving work protections **must** be supported by appropriate documentation and copies emailed to ORPC and

Waltham LP, as the case may be, whenever possible.

## **10. Work Protection**

### **10.1 Definitions**

The following definitions will apply to this Section 10:

#### **A. Work Protection**

Work protection is defined as a guarantee that an isolated/de-energized condition has been established for work and will continue to exist, except for authorized tests.

#### **B. Supporting Guarantee**

Supporting guarantee is defined as a guarantee issued in support of a Work Protection guaranteeing isolation/de-energization at points under the control of the issuer.

#### **C. Hold Off**

Hold off is defined as a procedure implemented by a controlling authority to limit operation of apparatus to facilitate work or reduce work hazards. Under no circumstances shall a Hold Off be used in place of a Work Protection. A Hold Off procedure shall not be used unless communications satisfactory to the issuer can be established.

#### **D. Work Authority**

Work Authority is defined as a person responsible and in charge of specific work/tests. It is the responsibility of the Work Authority to identify the need and arrange for adequate Work Protection.

### **10.2 Work Protection Procedures**

A. ORPC and Waltham LP shall provide their own protection for work on apparatus under their operating control.

B. Personal protection tags (installed and removed by individual requesting protection), will be utilized in accordance with the worker's appropriate protection code.

C. When a guarantee of isolation/de-energization is required, a request will be made to the appropriate controlling authority and the requested Supporting Guarantee shall be issued in accordance with the controlling authority's own protection code i.e. ORPC will follow the EUSA and Waltham LP will follow the "Code de Sécurité des travaux Evulugen".

D. Hold-Off practices established on circuits supplying ORPC load will be issued by ORPC in accordance with ORPC's regulations. Communication with the Work Authority will be by ORPC and Waltham LP, as required. On a request for Hold Off Protection to either Waltham LP or ORPC, the following steps shall be taken:

i. The operator (either Waltham LP or ORPC) shall, on receipt of the request, notify the other operator and request protection.

ii. When the protection is established (tagged and recorded) and only when completed, he shall then notify the requesting body that "Hold Off" protection has been established.

iii. The requesting body for the "Hold Off" shall notify the designated utility operator that it originally requested the "Hold Off" protection from when it is ready to surrender the "Hold Off."



iv. The  
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or  
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der the "Hold Off" to the other utility and document.

- v. It is imperative that the requesting body should not surrender the hold off second hand.
- vi. Protection for Hydro One crews shall be taken by the Ontario Grid Control Centre for any work being performed by Hydro One.

## **12. Maintenance Responsibilities**

- 12.1 ORPC is fully responsible for routine and emergency maintenance and repairs on all equipment owned by ORPC, except as provided for in this Agreement.
- 12.2 Waltham LP is fully responsible for routine and emergency maintenance and repairs on all equipment owned by Waltham LP, except as provided for in this Agreement.

## **13. Review of Operations**

Attached hereto and marked as Appendix "A" to this Agreement is a listing of phone numbers and contact persons for the assistance of the operation of this Agreement.

**APPENDIX "A"**  
**TO SCHEDULE "A" TO OPERATING AGREEMENT**  
**CONTACT PERSONS AND PHONE NUMBERS**

<i>EVOLUGEN(BROOKFIELD)</i> <i>(National System Control Center)</i>	Direct lines	
Operator NSCC 24h <a href="mailto:nscc-desk10@evolugen.com">nscc-desk10@evolugen.com</a>	819 561-8707	819-712-3487
Emergency only (NSCC)	819-986-5505	
Outage coordinator  <a href="mailto:GrpLievreOutages@brookfieldrenewable.com">GrpLievreOutages@brookfieldrenewable.com</a>	819 561-8701	819-230-0279
Hydro Pontiac services inc Manager Luc Vaillancourt <a href="mailto:luc.vaillancourt@evolugen.com">luc.vaillancourt@evolugen.com</a>	819-689-5226 ext. 27	613-639-5766
Senior Manager Quebec Operations Eric Dulude <a href="mailto:eric.dulude@evolugen.com">eric.dulude@evolugen.com</a>	819-986-5005 ext 4571	819-661-0712
Director Canadian Operations Jean-Sebastien Verner <a href="mailto:jeanSebastien.verner@evolugen.com">jeanSebastien.verner@evolugen.com</a>	819-561-2722 ext 2353	705-255-6073

Waltham Generating Station  
15 rue Hydro C.P. 159  
Waltham, Quebec  
J0X 3H0

## **SCHEDULE 'B'**

### **PROCESS FOR CONNECTING AN EMBEDDED GENERATOR**

#### **PROTECTION REQUIREMENTS GUIDE**

Waltham LP should provide protection systems to cover the following conditions:

- I. Internal faults to provide adequate protections to detect and isolate generator and station faults (details are not covered in this guide).
2. External faults such as distribution system or interconnected transmission system phase faults/ground faults.
3. Islanding/Abnormal Conditions
4. Additional Protection Features, such as Remote Trip and Generator end open signal, may be required in some applications.

This guide addresses protection requirements associated with items 2, 3 and 4.

#### **External Faults**

The protection system should be designed to provide full feeder coverage complete with a reliable DC supply. In some cases, redundancy in protection schemes may be required.

Normally, the following fault detection devices are required for synchronous generator(s) installation(s). For protection of induction generator, see section 4.1 in this document.

#### **Ground Faults**

When the HV winding of the embedded generator station transformer is wye connected with the neutral solidly grounded, then ground overcurrent (64) protection in the neutral is required to detect ground faults.

If the generator station transformer HV winding connected to the distributor system is ungrounded wye or delta, then ground undervoltage 64-27 and ground overvoltage 64-59 protections are required to detect ground faults.

Depending on size, type of generator and point of connection, a distributor may require the relaying system to be duplicated, complete with separate auxiliary trip relays and separately fused C supplies to ensure reliable protection operation and successful isolation of the embedded generator.

## DC Remote Tripping/Transfer Tripping Between Embedded Generator and Feeder Circuit Breaker

Remote or transfer tripping may be required between the embedded generator and the feeder circuit breaker because the embedded generator is connected at a critical location in the distribution system. This feature will provide for isolation of the embedded generator when certain faults or system disturbances are detected at the feeder circuit breaker location. The use of this feature may be restricted by physical limitations or economics.

1. Waltham LP is responsible for providing suitable embedded generator equipment to protect its equipment from any conditions on the distributor and interconnected transmission systems such as reclosing, faults and voltage unbalance.
2. To incorporate the connection of generator to the distribution system, the line/feeder protection including settings and breaker reclosing circuits must be reviewed and modified if necessary by the distributor or transmission authority. This process may be complex and may require significant time.
3. The generator must submit a proposed single line diagram and protections for review to the distributor contact as identified by the distributor.
4. Based on the transformer connection proposed by generator, additional significant protection cost may be incurred (e.g. delta HV transformer winding may require 3 phase HV breaker/recloser device). The embedded generator should not order the protection equipment and transformer until the station line diagram is reviewed and accepted by the distributor.

The purpose of the distributor review is to establish that the embedded generator electrical interface design meets the distributor requirements.

5. The protection schemes should incorporate adequate facilities for testing/maintenance.
6. Negative phase sequence (46) protection may be desirable for some applications to detect abnormal system condition as well as to protect the generator.
7. The generator may be required to install utility grade relays for those protections which could affect the distributor or transmission authority system.

The generator may be required to submit a Ground Potential Rise study for review by the distributor, if telecommunications circuits are specified for remote transfer trip protection.

## SCHEDULE 'C'

### METERING REQUIREMENTS

- a) MV90 4 quadrant compatible interval meter or Measurement Canada approved metering c/wapproved C.T's and P.T.'s and installation.
- b) Supply ORPC daily hourly meter data in a file format compatible with ORPC's MSP, via email or website.
- c) Maintain data files consistent with IESO requirements and good business practice.
- d) A dedicated data interface connection.
- e) Where practical, metering for embedded generators shall be installed at point of supply. If this is not possible, the distributor shall apply a loss factor.

In the event of a metering problem (i.e. blown C.T., etc.), repairs shall be completed within IESO guidelines.

ORPC agrees that it will give Waltham LP and its contractors, agents or other representatives (the "**Representatives**") access via read-only passwords to all raw data necessary to meet the metering requirements set out in this Schedule. ORPC will cooperate with Waltham LP and its Representatives and give them reasonable access to its facilities in order for them to be able to meet the requirements set out in this Schedule "C".