THIS AGREEMENT is made in on the 25th day of July, 2009.

BETWEEN:

BROOKFIELD ENERGY MARKETING INC. (formerly known as Brascan Energy Marketing Inc.), a corporation incorporated under the laws of Ontario and having its head office in Gatineau, Quebec.

Hereinafter called "BEMI"

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.

Hereinafter called "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.

Hereinafter called "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 BEMI was incorporated pursuant to the laws of the Province of Ontario and is engaged in the sale of electrical power, including the sale of the power generated by Waltham.

AND WHEREAS the Retail Settlement Code provides that ORPC pay BEMI HOEP (or such other price as set out in the Retail Settlement Code, as it may be amended from time to time) for all electricity supplied by BEMI to ORPC.

AND WHEREAS Waltham operates the generation system on the Noire River, near Waltham, Quebec.

AND WHEREAS Waltham has entered into an Operating Agreement with the Hydro Electric Commission of the City of Pembroke with respect to the operation of their systems to facilitate the delivery of power from Waltham to the City of Pembroke.

AND WHEREAS pursuant to the laws of the Province of Ontario, and the transfer by law from the City of Pembroke to ORPC, all such agreements have been transferred to ORPC.

AND WHEREAS BEMI has supplied from Waltham's generating station in Quebec, part of the electrical power consumed in the distribution system of ORPC in the ORPC service territory.

AND WHEREAS BEMI, Hydro-Pontiac Inc., the general partner of Waltham, and ORPC are party to an agreement dated October 24, 2002, as amended, for the supply of power from Waltham's generating station (the "Original Agreement").

AND WHEREAS on March 27, 2009, the OEB granted an exemption to ORPC from section 2.2.2 of the Standard Supply Code and Section 3.2 of the Retail Settlement Code with respect to the Original Agreement, which exemption will 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 power by BEMI from Waltham's generating station by June 1, 2009.

AND WHEREAS the parties hereto agree that ORPC will settle with and make all payments to BEMI in respect of energy supplied by BEMI to ORPC at the point of supply (as that term is defined in the distribution system code) for BEMI.

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) "Power" means energy only.

b) "Effective Date" means the first (1st) day of the month following receipt by ORPC of an exemption from the OEB relating to this Agreement, provided that such date shall be no later than August 1, 2009. If the OEB does not approve this Agreement and provide the required exemption to ORPC by August 1, 2009, this Agreement shall not be binding on any of the parties.

b) "IESO" means, the Independent Electricity System Operator established under the *Electricity Act, 1998* (Ontario), as amended.

c) "HOEP" or "Hourly Ontario Energy Price" shall have the meaning set out in the Market Rules.

d) "Market Rules" means the rules made pursuant to section 32 of the *Electricity Act, 1998* (Ontario), as they may be amended from time to time.

d) "MDEF" means, M.V. 90 Meter Print File.

e) "OEB" means the Ontario Energy Board.

f) "Standard Supply Code" means the Standard Supply Service Code for Electricity Distributors issued by the Ontario Energy Board, as may be amended from time to time.

g) "Retail Settlement Code" means the Retail Settlement Code issued by the Ontario Energy Board, as may be amended from time to time.

h) "HONI" or "Hydro One" means Hydro One Networks Inc.

2. Operating Agreement

a) BEMI acknowledges that Waltham operates a generation station at Waltham, Quebec and is a related company to BEMI. BEMI acknowledges that Waltham has entered into an operating agreement with the predecessor of ORPC, namely Hydro Electric Commission of the City of Pembroke, which is attached hereto and marked as Schedule "A" to this agreement (the "Operating Agreement").

b) The parties hereto agree that the Operating Agreement has been transferred to ORPC by the City of Pembroke Transfer By-Law and is a binding agreement between Waltham and ORPC.

c) Waltham agrees to comply with the terms of the Operating Agreement and will indemnify and save harmless ORPC in the event that there are any damages caused to ORPC of any nature or kind from any breach by Waltham of the Operating Agreement.

d) The parties hereto agree that the systems will operate to facilitate the delivery of power from Waltham's generating station into ORPC's system for distribution by ORPC as provided for in the Operating Agreement. The Operating Agreement may be amended from time to time by agreement of Waltham and ORPC. Any such amendments made between Waltham and ORPC shall be accepted by BEMI without the necessity of obtaining any further consent of BEMI.. Waltham and/or ORPC shall forward a copy of any amendments to BEMI when completed.

e) The parties hereto agree to comply with the "protection" requirements as set out in Schedule "B" attached hereto, which agreement may be amended from time to time by agreement of both parties.

f) The parties hereto agree to abide by and provide for the metering requirements as set out in Schedule "C" attached hereto, which agreement may be amended from time to time by agreement of both parties (the "Metering Requirements").

3. Purpose of the Agreement

a) BEMI agrees to supply and ORPC agrees to pay for Power generated by Waltham Power Station pursuant to the terms and conditions set out herein.

b) BEMI shall deliver up to 10,000 kilowatts of power as made available by the Waltham Power Station, being the surplus of power required by Hydro Quebec customers connected to Waltham.

4. Power to be Purchased

a) BEMI shall deliver the Power under this agreement at sub-station 1 and 4, Pembroke, Ontario.

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

5. Term of the Agreement

a) BEMI agrees to deliver power to ORPC and ORPC agrees to receive the power for the period to commencing on the Effective Date and ending on the 30th day of November, 2015.

b) The parties hereto agree that they shall have the right to extend this agreement for a further period of five (5) years on mutual consent of the parties. To effect this consent for the renewal period, each party must execute a consent or exchange correspondence agreeing to the extension of the agreement not less than one (1) year prior to the expiry date of the original term.

c) In the event that a Government in and for Province of Ontario and/or Quebec changes the rules of purchase and/or sale of power that has the effect of requiring ORPC and/or BEMI to terminate this agreement then, in that event, ORPC and/or BEMI, as the case may be, may terminate the reception and/or the delivery of power, pursuant to this agreement, by providing ninety (90) days notice by registered mail to the other, unless such earlier date is provided for by either Government.

d) In the event that Hydro-Québec TransÉnergie ("HQT") modifies its current network configuration in order that the total output Waltham Power Station could be all sent into the HQT network, BEMI shall have the right, but not the obligation, to terminate this agreement by providing ninety (90) days notice by registered mail to ORPC, unless such earlier date is provided for by HQT.

6. Settlement between ORPC and BEMI

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

Power Charge + Avoided Market Charge + Avoided Transmission Charge

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 MWh of power sold by BEMI pursuant to this Agreement.

   a. The applicable market charge is currently the Hydro One Wholesale Market Service Charge as set out in ORPC's monthly invoice from HONI. BEMI and ORPC each agree to promptly inform the other party of any change to the market charge that may occur during the Term of the agreement and amend this section accordingly.

   b. ORPC will provide BEMI 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 express in $ per kilowatt, calculated on the amount of power delivered by BEMI coincident with the monthly Hydro One billing peak hour.

b) Metering data collected by BEMI from the meter of the generator 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 and editing, estimating, correcting of any metering data found to be erased or missing, shall be performed in accordance with the VEE process.

c) Irrespective of the provisions of Paragraph (a) herein, ORPC shall, not later than twenty one days (21) after it receives a monthly installment account for electrical power supplied by Hydro One, or any successor in the Province of Ontario, calculate BEMI's coincidental peak to that of Hydro One's peak to the substations of ORPC with the time of Hydro One's peak and calculate the BEMI bill and only pay BEMI on the kilowatt portion of the bill at the coincidental peak at the rate shown in section 6 a) iii) for the transmission charges.

d) In the event that there are any other charges required to be paid by ORPC to Hydro One due to interruptions and other matters caused by BEMI then, in that event, the extra charges are the obligation of BEMI and must be paid by BEMI after invoice of thirty (30) days. In the event that these amounts are not paid within thirty (30) days, ORPC may

deduct the extra charges and additional expenses, as charged, from the next monthly payment to BEMI.

7. Settlement Process

a) ORPC shall be invoiced by BEMI for purchase of Power monthly, at the end of the month of delivery.

b) ORPC shall, not later than twenty-one (21) days after it receives a monthly invoice from BEMI, remit payment to BEMI in accordance with the rates as set out herein.

c) ORPC shall be entitled to a reimbursement of payments made to BEMI if it is found based upon the records of ORPC in the measuring devices installed that in fact ORPC was overcharged for the energy provided.

d) It is agreed that ORPC, to effect the reimbursement referred to in Paragraph 7(c), must provide notice to BEMI of an error in calculation of measuring of the rate and provide back-up material to justify same and then readjust for the next monthly billing after the payment was made.

e) It is agreed that ORPC has the right to a readjustment up to six (6) months subsequent to the billing date of the date covering the energy supplied which is subject to readjustment.

f) It is agreed that BEMI shall have the right of readjustment up to six (6) months subsequent to the billing date of the date covering the energy supplied in the event of error as discovered by BEMI.

g) In the event of default of payment by either of the parties, pursuant to the terms of the agreement herein, interest shall be paid on any outstanding amounts at the rate of 1.5 % per month on over due accounts.

8. Power Sold to Quebec

a) BEMI agrees to purchase power from ORPC at the OEB approved rate for power supplied to the Province of Quebec. This rate will include approved monthly charges for standby or other expenses, plus the HOEP.

b) ORPC shall provide an invoice to BEMI for such charges referred to in Paragraph 8(a) with payment to be made by BEMI within twenty-one (21) days after it sees a monthly invoice from ORPC.

c) In the event of default of payment by BEMI with respect to its obligations for payment herein, interest shall be paid on all outstanding amounts at the rate of 1.5% per month on all overdue accounts.

9. Service Requirements

a) BEMI and Waltham will perform all services and supply all equipment that may be required pursuant to the terms of this agreement resulting from or pertaining to the supply of power to ORPC at no cost to ORPC.

b) BEMI agrees to install any necessary measuring devices in accordance with the Metering Requirements so that power supplied from all sources of supply by BEMI can be determined. BEMI agrees to provide to ORPC records from such measuring devices daily on an hourly basis for both metering points on Channels 1 and 3. In addition, BEMI agrees to provide a monthly summary for both metering points in Excel format within five (5) days after the end of each month.

c) BEMI will ensure and make certain that all devices, equipment and material that are required to be installed are installed to ensure that the power to be delivered to ORPC hereunder by BEMI will be alternating three (3) phase, having a nominal frequency of 60 cycles per second and nominal voltages which may be mutually agreed upon from time to time by the parties.

10. Provincial Requirements. Licensing. etc.

a) The parties hereto agree that they shall comply, at their own cost and expense, with all matters pursuant to any statutes of Quebec and/or Ontario that are necessary to be complied with for the purposes of supplying Power pursuant to this agreement and will indemnify and save each other from any claims, causes of actions or any matters associated with any requirements in the said Provinces and/or Dominion of Canada, municipality or any other authority having jurisdiction over the supply and generation thereof, in their respective Provinces and/or country of Canada.

b) Without restricting the generality of the provisions of Paragraph (a) herein, each of the parties shall comply with all matters of which they are required to comply with, pursuant to the OEB and shall indemnify and save each other from all claims, cause of actions, or any other matters associated with any requirements for filing documentation, license requirements, metering obligations, or any other matters required by the OEB for the purpose of the supply of power set out herein.

11. Steps to Effect the Agreement

a) BEMI agrees that upon execution of this agreement by the parties, BEMI will take all necessary and reasonable steps to obtain the necessary equipment required to comply with the terms of this agreement in order that there will be only a minimum delay in the efficient operation of the system. All such costs required to install any necessary equipment, including any measuring devices as per the requirements of the IMO shall be at the cost of BEMI.

b) BEMI shall obtain and keep current a MDEF file as per the Metering Requirements.

12. Limited Liability

a) The respective parties hereto shall be obligated to supply and to accept Power, and to comply with the Operating Agreement as set out herein and pursuant to the terms and conditions of this agreement, unless prevented in doing so by any cause beyond the reasonable control of the parties including, without limiting the generality thereof, strike, lock-out, riot, fire, insurrection, hurricane, civil commotion, flood, invasion, explosion, act of God or actions taken by the OEB or the Ontario, Quebec or Canadian governments. In the event of any of these matters occurring, the parties shall be prompt and diligent in removing the cause of the interruption and when the interruption is removed, the parties shall without any delay deliver the said power and/or comply with the Operating Agreement as the case may be pursuant to this agreement and no such interruption shall relieve the other party from their obligations under this agreement unless the interruption exceeds a period of sixty (60) days.

b) The parties hereto shall have the right, at reasonable times and when possible after reasonable notice has been given to each other, to discontinue the supply and/or acceptance of power for the purposes of safeguarding life or property and/or 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 its customers and no such interruption shall release the parties from any obligation under this agreement.

c) BEMI shall indemnify and save harmless ORPC from all claims by the OEB or other designated agency in and for the Province of Ontario resulting from the breach of any covenant or obligation of BEMI pursuant to this agreement or resulting from the supply of power by BEMI to ORPC.

d) BEMI shall indemnify and save harmless ORPC from any claims by the Quebec Government or any licensing body in the Province of Quebec or other entity in the Province of Quebec or in the country of Canada resulting from the breach of any covenant or obligation of BEMI pursuant to this agreement or resulting from the supply of power by BEMI to ORPC.

13. Default of the Parties

a) In the event of a default of the parties in addition to any other rights pursuant to this agreement, the parties are entitled to terminate the agreement if the level of performance required from each other does not materially comply with the terms and conditions of this agreement.

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 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.

14. Synchronization of System

a) . It is the responsibility of Waltham and Waltham agrees to synchronize its system for the purposes of enabling power to flow into the Pembroke substation 1 and Pembroke substation 4 and into the Hydro One grid system. In the event of any disruption in the synchronization of the system or any difficulties associated therewith, then the costs are borne by Waltham and/or BEMI.

15. Arbitration

a) 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, 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 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. .

b) In all respects, the parties shall comply with the Arbitrations Act of Ontario, R.S.O. 1990, c. A-24.

16. Confidentiality of All Matters

a) It is agreed by the parties that each shall maintain confidentiality with respect to its business operations being conducted. In particular, in using any computer equipment, each shall ensure that all business matters remain confidential.

b) The parties agree that neither party is entitled to download or access the other's filing system or any files or documentation from their computer system.

17. Liability Damage and Insurance

a) BEMI and Waltham hereby assume all risks of loss or damage arising from any negligent acts or omissions caused by either, including damage to or loss of:

- its services;
- generation which damages the distribution system of ORPC.

b) ORPC acknowledges that it has no claim or cause of action howsoever for loss or damages against BEMI and/or Waltham, as the case may be, for any matters associated with this agreement save and except any damage caused by the negligence of BEMI and/or Waltham.

c) BEMI and/or Waltham, as the case may be, do hereby indemnify and save harmless ORPC from all claims and demands for and with respect to any loss, damages or injury (including loss of life) to property or persons including a third party arising out of or

attributable to the carrying out by BEMI and Waltham or its employees, sub-contractors, assigns or persons under its jurisdiction of any work and services to be performed pursuant to this agreement, save and except for such loss or damages caused solely by the negligence of ORPC.

d) BEMI and/or Waltham shall, respectively, during the term of this agreement and any renewals thereof, maintain a policy or policies of insurance with each having a minimum limit of $5,000,000.00 against liability due to damage to the property of ORPC and/or damages for income loss, claims or causes of action of any kind whatsoever that may be instituted against ORPC for the negligence of BEMI and/or Waltham. This insurance shall be suitable to ORPC and to 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 is entitled to review and be provided with a certificate of insurance from BEMI and or Waltham, if requested, confirming the required coverage. The obligation for payment of insurance shall be the sole responsibility of BEMI and/or Waltham.

e) ORPC does hereby indemnify and save harmless BEMI and/or Waltham, as the case may be, from all claims and demands for and with respect to any loss, damages or injury, (including loss of life) to property or persons, including a third party arising out of or attributable to carrying out by ORPC or its employees, subcontractors, assigns or persons under its jurisdiction for any work and services performed by it pursuant to this agreement in the event that ORPC is negligent in the performance of such duties.

f) BEMI and/or Waltham acknowledges that they have no claim, cause of action, howsoever for loss or damage against ORPC for any amount associated with this agreement, save and except any negligence of ORPC.

g) As per the terms as set out in Paragraph 9 (c), irrespective of the foregoing provisions, in the event that the OEB or other any Government agency, for any reason, nullifies the terms of this agreement, then in that respect ORPC is not responsible for any damages occasioned to Waltham or BEMI, nor for any indemnification of any damages associated therewith,

18. Waive

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.

19. Assignment

a) This agreement may not be assigned without the express consent of both parties, such consent not to be unreasonably withheld.

20. Notice

a) Any written notice provided by this agreement shall be effected if delivered as follows:

i. Delivery on ORPC may be effected by delivery to the President, Doug Fee, 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.

ii. Delivery to BEMI may be effected by delivery to the office of BEMI and sent by double registered mail or courier or personal delivery at 480, boul. De la Cité, Gatineau, Québec, J8T 8R3, Attention: Alain Genier, Legal Counsel.

iii. Delivery to Waltham may be effected by delivery to the office of Waltham and sent by double registered mail or courier or personal delivery at 10 Hydro, Waltham, Quebec, JOX 3HO, Attention: Denis Montgomery, Operations Manager.

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.

21. 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.

22. Proper Law of Contract

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. Each of the parties hereto hereby irrevocably submits and attorns to the jurisdiction of the courts of the Province of Ontario.

23. Benefit and Binding Nature of the Agreement

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

24. Changes to the Codes

a) If the OEB Codes or other relevant legislation or regulations are or will be revised in a material way such that either party, acting reasonably, believes that it is not (or will not be) able to carry out its obligations under this agreement, the parties agree to meet within a reasonable time upon receipt of notice from either party in a good-faith effort to revise the agreement to give effect to the changes to the codes or legislation.

b) In the event that no agreement can be reached within sixty (60) days, then notice of termination can be provided by either of the party. .

25. Effective Date

This agreement shall take effect on the date as referred to in Paragraph 5 above.

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

BROOKFIELD ENERGY MARKETING INC.,

Per: _____

I have the authority to bind the Corporation.

THE OTTAWA RIVER POWER CORPORATION

Per: _____
Douglas Fee, President
I have the authority to bind the Corporation.

WALTHAM POWER AND COMPANY, LIMITED PARTNERSHIP, by its general partner
HYDRO PONTIAC INC

Per: _____

I have the authority to bind the Partnership.

SCHEDULE "A"

Information

1.0 Ownership

1.1 Pontiac owns wires and associated equipment (insulators, etc.), plus breakers "A1" (Z2H1D)& "B1" (COX5M) and their respective protection equipment on "A" and "B" 44 kv circuits in the City, with the exception of the metering which is owned by Ontario Hydro. In addition, the billing metering is owned by Ontario Hydro and used and interrogated by Ontario Hydro for billing purposes.

1.2 Pembroke owns pole lines in the City of Pembroke, the City loop and terminal stations 1 & 4 in the City of Pembroke.

1.3 Pontiac owns poles and lines east of the City of Pembroke limits to the Drive In Road on Pembroke Street East.

2.0 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 Pembroke Administration.

2.2 In its capacity as Administrator of the Operating Control Pembroke acknowledges and agrees that:

A: Pontiac has remote control of "A1" and "B1" breakers and may operate under approval of the Pembroke Operator.

B: Pontiac may designate a remote operator or Operations Company who will carry out all the responsibilities of their operation under Pontiac's control in this Agreement.

C: Pembroke shall communicate with Pontiac or their designated operator with respect to any planned changes in the system where the changes may affect Pontiac's system.

2.3 <u>44 KV Feeders</u>

A: Pembroke Operator will have operating control of the two breakers A1 (Z2H1D) B1 (C0X5M) and of the two disconnects A1 (R9H8Z) and B1 (Y9M8X).

B: All breakers and disconnects in the Province of Quebec are under the operating control of the Pontiac Operator.

3.0 Operation

3.1 Both "A" and "B" lines will normally operate in parallel only if the supply to Pembroke is greater than 1500 KW. If the supply to Pembroke is under 500 KW, then there shall only be a single line feed to Pembroke avoiding circulating currents.

3.2 Due to the various supply arrangements that may be in place at the Pembroke transformer station, all load transfers between the 6M1 and 6M2 feeders must be approved by the Cheneaux GS Operators.

3.3 Operation of gang operated switches on A1 (R9H8Z) and B1 (Y9M8X) will be carried out by Pembroke staff on the instructions of the Pontiac Operator.

3.4 Operation of gang switches and breakers in the Province of Quebec will be carried out by Pontiac Operators.

4.0 Planned Operation

A. Pembroke Operators are responsible for coordinating all operations and outages to equipment under their control. Pembroke will advise Pontiac of any operation or outage that could impact the operation of the Pontiac system and/or stations.

B. Pontiac is responsible for coordinating all operations and outages to equipment under their control. Pontiac will advise Pembroke Operators of any outages, or outage that could impact the operation of the Pembroke system.

C. Whenever possible, four (4) days notice will be provided with respect to items (a) and (b) above.

D. Each utility will inform the other of any change of electrical configuration in the 44 KV within their jurisdiction.

E. Pontiac will make all reasonable efforts to reduce interruptions on the Ontario Hydro system that are caused by faults on Pontiac's 44 kv lines. For the purposes of this provision it is understood that Pembroke Hydro may consider three or more interruptions caused by Pontiac in one twelve month period to be unreasonable.

5.0 Servicing

5.1 Servicing and repair of that portion of the A and B lines located within the City of Pembroke shall be carried out by Pembroke crews at Pontiac's cost. No upgrades should be made without Ponitac's consent. Other works or breakers maintenance requested to be completed by Pontiac may be carried out by a Pembroke approved sub-contractor or by Pembroke staff at Pontiac's cost.

5.2 Servicing on the City tie-line outside the City of Pembroke between the Drive In Road and the City boundary will be maintained by Pembroke at their cost.

5.3 In the event that switching, tagging or clearing of either of A or B lines to perform work is required by Pontiac, no charges shall be levied against Pembroke.

6.0 Maintenance of Power Factor and Voltage

6.1 Pontiac agrees to maintain at all times a power factor in excess of 90%.

6.2 Pontiac shall maintain an operating voltage which will not negatively affect the Pembroke operation.

7.0 Upgrades

7.1 Each utility shall be a responsible for the cost of any upgrades or renovations or any new construction required for their respective plants for the purposes of this Agreement.

8.0 Communications

8.1 Communications between Pembroke and Pontiac regarding the operation of their respective operating systems will be made between the respective operators.

8.2 Pembroke Operator will inform Pontiac whenever conditions occur affecting the supply to Pembroke. Normal contact is via telephone as per telephone numbers listed in Appendix "A" attached hereto and to be updated from time to time.

8.3 Information and instructions between Pembroke and Pontiac for operations and work protection shall be properly recorded. Communications involving work protections **must** be supported by appropriate documentation and copies faxed to Pembroke and Pontiac, as the case may be, whenever possible.

9. 0 Work Protection

9.1 Definitions

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. Condition Guarantee

Condition 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.

9.2 Work Protection Procedures

A. Pembroke and Pontiac 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 Condition Guarantee shall be issued in accordance with the controlling authority's own protection code; i.e. in Pembroke the EUSA code will be followed and in Waltham the Hydro Quebec code will be followed.

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

i. The operator (either Hydro Pontiac or Pembroke Hydro) 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 he originally requested the "Hold Off" protection from when he is ready to surrender the "Hold Off."

iv. The operator shall then surrender 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 Ontario Hydro crews shall be taken by the Chenaux Operators for any work being performed by Ontario Hydro.

10.0 Safety

10.1 When employees of either Pembroke or Pontiac or contractor are working on equipment owned by the other entity, they will continue to be governed by the requirements of the Ontario Occupation Health and Safety Act and the Electrical Utility Safety Association regulations.

11.0 Maintenance Responsibilities

11.1 Pembroke is fully responsible for routine and emergency maintenance and repairs on all equipment under their ownership except as provided for in this Agreement.

11.2 Pontiac is fully responsible for routine and emergency maintenance and repairs on all equipment under their ownership except as provided for in this Agreement.

12.0 Review of Operations

12.1 This operations agreement may be reviewed and modified if deemed necessary, at any time, by mutual agreement.

12.2 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.

SCHEDULE 'B'

PROCESS FOR CONNECTING AN EMBEDDED GENERATOR

PROTECTION REQUIREMENTS GUIDE

Maclaren Energy Inc. (embedded generator) should provide protection systems to cover the following conditions:

1. 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 embedded 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.

Notes:

1. Maclaren Energy Inc. (embedded generator) is responsible for providing suitable embedded generator equipment to protect his plant and equipment for any conditions on the distributor and interconnected transmission systems such as reclosing, faults and voltage unbalance.

2. To incorporate the connection of embedded 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 embedded 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 embedded 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 embedded generator may be required to install utility grade relays for those protections which could affect the distributor or transmission authority system.

The embedded 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

The Customer is responsible for supply, by a meter service, supply or other means, the following:

a) MV90 4 quadrant compatible interval meter or IMO approved metering c/w approved C.T's and P.T.'s and installation.

b) Supply ORPC daily hourly meter data in MDEF format, via email or website.

c) Maintain MDEF files consistent with IMO requirements and good business practice.

d) Dedicated phone line.

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 IMO guidelines.

Brookfield

Brookfield Renewable Energy Group
Brookfield Energy Marketing L.P.
480 de la Cité Blvd
Gatineau, Québec J8T 8R3

Tel 819.561.2722
Fax 819.561.7188
www.brookfieldrenewable.com

January 29th, 2015

The Ottawa River Power Corporation
283 Pembroke Street West
P.O. Box 1087
Pembroke, ON K8A 6Y6

Attention: Denis Montgomery, President

RE: Extension of Term of Power Purchase Agreement

Dear Mr. Montgomery,

The Ottawa River Power Corporation ("ORPC") and Brookfield Energy Marketing LP ("BEM LP") are parties to a Power Purchase Agreement dated July 25, 2009 (the "PPA"). As contemplated in section 5(b) of the PPA, the parties have the right to extend the term of the PPA on mutual consent for a further period of five (5) years to November 30, 2020.

Further to our recent discussions relating to the foregoing, this letter will confirm that the ORPC and BEMLP hereby agree as follows:

1. Conditional upon the approval of the Ontario Energy Board (the "OEB"), BEM LP and ORPC hereby agree to extend the Term of the PPA to November 30, 2020.
2. Within ten (10) business days following the execution of this letter agreement, ORPC shall submit a request in writing to the OEB requesting approval of the extension of the PPA.
3. In the event the OEB approval is not received prior to September 30, 2015, BEM LP shall have the option to terminate this letter agreement and the extension of the PPA.

Except as set forth above, no other amendments are being made to the PPA and all other terms and conditions set forth therein are hereby confirmed in their entirety.

If the foregoing is acceptable, please execute below and return by email and an original by mail or courier.

Yours truly,

Vincent Francoeur
Chief Operating Officer

Agreed and Accepted this 5 **day of** ~~January~~ Feb **2015.**

Brookfield

Brookfield Renewable Energy Group
Brookfield Energy Marketing L.P.
480 de la Cité Blvd
Gatineau, Québec J8T 8R3

Tel 819.561.2722
Fax 819.561.7188
www.brookfieldrenewable.com

The Ottawa River Power Corporation

By: Denis Montgomery
Name: Denis Montgomery
Title: President.

Brookfield Renewable

Brookfield Renewable
Brookfield Renewable Trading and Marketing LP
41 Victoria Street
Gatineau, Québec J8X 2A1

Tel 819.561.2722
Fax 819.561.7188
www.brookfieldrenewable.com

September 9, 2020

The Ottawa River Power Corporation
283 Pembroke Street West
P.O. Box 1087
Pembroke, ON K8A 6Y6

Attention: Justin Allen, President and CEO

Re: Extension of Term of Power Purchase Agreement

Dear Mr. Allen:

The Ottawa River Power Corporation ("**ORPC**"), Brookfield Renewable Trading and Marketing LP ("**BRTM**") and Waltham Power and Company, Limited Partnership ("**Waltham**") (ORPC, BRTM and Waltham being collectively referred to as the "**Parties**") are parties to a Power Purchase Agreement dated July 25, 2009 (as assigned, amended, restated, supplemented or otherwise modified from time to time, the "**PPA**"), the term of which is currently set to expire on November 30, 2020. Notwithstanding Section 5(b) of the PPA, the Parties wish to extend the term of the PPA until March 31, 2021 in order to give themselves more time to discuss and finalize the terms of a new power purchase agreement which would be entered into by the Parties for a term of at least five (5) years on or around April 1, 2021.

Further to our discussion related to the foregoing, this letter will confirm that the Parties hereby agree as follows:

1. Conditional upon the approval of the Ontario Energy Board (the "**OEB**"), the Parties hereby agree to extend the term of the PPA to March 31, 2021.
2. Within ten (10) business days following the execution of this letter agreement, ORPC shall submit a request in writing to the OEB requesting the approval of the extension of the PPA and shall promptly inform BRTM and Waltham of the OEB's decision in that respect once received.
3. In the event that the OEB approval is not received by November 30, 2020, each of BRTM and Waltham shall have the right, at its entire discretion, to terminate this letter agreement and the extension of the PPA by sending a notice to that effect to the other Parties.

Except as set forth above, no other amendments are being made to the PPA and all other terms and conditions set forth therein are hereby confirmed in their entirety.

Brookfield Renewable

Brookfield Renewable
Brookfield Renewable Trading and Marketing LP
41 Victoria Street
Gatineau, Québec J8X 2A1

Tel 819.561.2722
Fax 819.561.7188
www.brookfieldrenewable.com

If the foregoing is acceptable, please execute below and return by e-mail at legal.department.na@brookfieldrenewable.com c.c. simon.laroche@brookfieldrenewable.com and an original by mail or courier sent to c/o Evolugen - 41 Victoria, Gatineau, QC J8X 2A1, to the attention of the General Counsel.

Yours truly,

BROOKFIELD RENEWABLE TRADING AND MARKETING LP

By: Simon Laroche
Vice President

By: Frédéric Verlez
Senior Vice President

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

By: Frédéric Verlez
Senior Vice President

By: Nicolas Bossé
Senior Vice President

We are authorized to bind the limited partnership.

We are authorized to bind the corporation.

Agreed and Accepted this _18__ day of September 2020.

THE OTTAWA RIVER POWER CORPORATION

By:
Name: Justin Allen
Time: September 18 2020

I am authorized to bind the corporation.

Brookfield Renewable

Brookfield Renewable
Brookfield Renewable Trading and Marketing LP
41 Victoria Street
Gatineau, Québec J8X 2A1

Tel 819.561.2722
Fax 819.561.7188
www.brookfieldrenewable.com

March 9, 2021

The Ottawa River Power Corporation
283 Pembroke Street West
P.O. Box 1087
Pembroke, ON K8A 6Y6

Attention: Justin Allen, President and CEO

Re: Extension of Term of Power Purchase Agreement

Dear Mr. Allen:

The Ottawa River Power Corporation ("**ORPC**"), Brookfield Renewable Trading and Marketing LP ("**BRTM**") and Waltham Power and Company, Limited Partnership ("**Waltham**") (ORPC, BRTM and Waltham being collectively referred to as the "**Parties**") are parties to a Power Purchase Agreement dated July 25, 2009 (as assigned, amended, restated, supplemented or otherwise modified from time to time, the "**PPA**"), the term of which is currently set to expire on March 31, 2021. Notwithstanding Section 5(b) of the PPA, the Parties wish to extend the term of the PPA until September 30, 2021 in order to give themselves more time to discuss and finalize the terms of a new power purchase agreement which would be entered into by the Parties for a term of at least five (5) years on or around October 1, 2021.

Further to our discussion related to the foregoing, this letter will confirm that the Parties hereby agree as follows:

1. Conditional upon the approval of the Ontario Energy Board (the "**OEB**"), the Parties hereby agree to extend the term of the PPA to September 30, 2021.
2. Within ten (10) business days following the execution of this letter agreement, ORPC shall submit a request in writing to the OEB requesting the approval of the extension of the PPA detailed above and shall promptly inform BRTM and Waltham of the OEB's decision in that respect once received.
3. In the event that the OEB's approval of the requested extension is not received by March 31, 2021, each of BRTM and Waltham shall have the right, at its entire discretion, to terminate this letter agreement by sending a notice to that effect to the other Parties.

Except as set forth above, no other amendments are being made to the PPA and all other terms and conditions set forth therein are hereby confirmed in their entirety.

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If the foregoing is acceptable, please execute below and return by e-mail at legal.department.na@brookfieldrenewable.com c.c. simon.laroche@brookfieldrenewable.com and an original by mail or courier sent to c/o Evolugen - 41 Victoria, Gatineau, QC J8X 2A1, to the attention of the General Counsel.

Yours truly,

BROOKFIELD RENEWABLE TRADING AND MARKETING LP

By: Simon Laroche
Vice President

By: Frédéric Verlez
Senior Vice President

We are authorized to bind the limited partnership.

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

By: Frédéric Verlez
Senior Vice President

By: Nicolas Bossé
Senior Vice President

We are authorized to bind the corporation.

Agreed and Accepted this ___ day of March 2021.

THE OTTAWA RIVER POWER CORPORATION

By:_____
Name: Justin Allen
Time: President & CEO

I am authorized to bind the corporation.

SCHEDULE "A"

Information

1.0 Ownership

1.1 Pontiac owns wires and associated equipment (insulators, etc.), plus breakers "A1" (Z2H1D)& "B1" (COX5M) and their respective protection equipment on "A" and "B" 44 kv circuits in the City, with the exception of the metering which is owned by Ontario Hydro. In addition, the billing metering is owned by Ontario Hydro and used and interrogated by Ontario Hydro for billing purposes.

1.2 Pembroke owns pole lines in the City of Pembroke, the City loop and terminal stations 1 & 4 in the City of Pembroke.

1.3 Pontiac owns poles and lines east of the City of Pembroke limits to the Drive In Road on Pembroke Street East.

2.0 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 Pembroke Administration.

2.2 In its capacity as Administrator of the Operating Control Pembroke acknowledges and agrees that:

A: Pontiac has remote control of "A1" and "B1" breakers and may operate under approval of the Pembroke Operator.

B: Pontiac may designate a remote operator or Operations Company who will carry out all the responsibilities of their operation under Pontiac's control in this Agreement.

C: Pembroke shall communicate with Pontiac or their designated operator with respect to any planned changes in the system where the changes may affect Pontiac's system.

2.3 <u>44 KV Feeders</u>

A: Pembroke Operator will have operating control of the two breakers A1 (Z2H1D) B1 (C0X5M) and of the two disconnects A1 (R9H8Z) and B1 (Y9M8X).

B: All breakers and disconnects in the Province of Quebec are under the operating control of the Pontiac Operator.

3.0 Operation

3.1 Both "A" and "B" lines will normally operate in parallel only if the supply to Pembroke is greater than 1500 KW. If the supply to Pembroke is under 500 KW, then there shall only be a single line feed to Pembroke avoiding circulating currents.

3.2 Due to the various supply arrangements that may be in place at the Pembroke transformer station, all load transfers between the 6M1 and 6M2 feeders must be approved by the Cheneaux GS Operators.

3.3 Operation of gang operated switches on A1 (R9H8Z) and B1 (Y9M8X) will be carried out by Pembroke staff on the instructions of the Pontiac Operator.

3.4 Operation of gang switches and breakers in the Province of Quebec will be carried out by Pontiac Operators.

4.0 Planned Operation

A. Pembroke Operators are responsible for coordinating all operations and outages to equipment under their control. Pembroke will advise Pontiac of any operation or outage that could impact the operation of the Pontiac system and/or stations.

B. Pontiac is responsible for coordinating all operations and outages to equipment under their control. Pontiac will advise Pembroke Operators of any outages, or outage that could impact the operation of the Pembroke system.

C. Whenever possible, four (4) days notice will be provided with respect to items (a) and (b) above.

D. Each utility will inform the other of any change of electrical configuration in the 44 KV within their jurisdiction.

E. Pontiac will make all reasonable efforts to reduce interruptions on the Ontario Hydro system that are caused by faults on Pontiac's 44 kv lines. For the purposes of this provision it is understood that Pembroke Hydro may consider three or more interruptions caused by Pontiac in one twelve month period to be unreasonable.

5.0 Servicing

5.1 Servicing and repair of that portion of the A and B lines located within the City of Pembroke shall be carried out by Pembroke crews at Pontiac's cost. No upgrades should be made without Ponitac's consent. Other works or breakers maintenance requested to be completed by Pontiac may be carried out by a Pembroke approved sub-contractor or by Pembroke staff at Pontiac's cost.

5.2 Servicing on the City tie-line outside the City of Pembroke between the Drive In Road and the City boundary will be maintained by Pembroke at their cost.

5.3 In the event that switching, tagging or clearing of either of A or B lines to perform work is required by Pontiac, no charges shall be levied against Pembroke.

6.0 Maintenance of Power Factor and Voltage

6.1 Pontiac agrees to maintain at all times a power factor in excess of 90%.

6.2 Pontiac shall maintain an operating voltage which will not negatively affect the Pembroke operation.

7.0 Upgrades

7.1 Each utility shall be a responsible for the cost of any upgrades or renovations or any new construction required for their respective plants for the purposes of this Agreement.

8.0 Communications

8.1 Communications between Pembroke and Pontiac regarding the operation of their respective operating systems will be made between the respective operators.

8.2 Pembroke Operator will inform Pontiac whenever conditions occur affecting the supply to Pembroke. Normal contact is via telephone as per telephone numbers listed in Appendix "A" attached hereto and to be updated from time to time.

8.3 Information and instructions between Pembroke and Pontiac for operations and work protection shall be properly recorded. Communications involving work protections **must** be supported by appropriate documentation and copies faxed to Pembroke and Pontiac, as the case may be, whenever possible.

9. 0 Work Protection

9.1 Definitions

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. Condition Guarantee

Condition 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.

9.2 Work Protection Procedures

A. Pembroke and Pontiac 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 Condition Guarantee shall be issued in accordance with the controlling authority's own protection code; i.e. in Pembroke the EUSA code will be followed and in Waltham the Hydro Quebec code will be followed.

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

i. The operator (either Hydro Pontiac or Pembroke Hydro) 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 he originally requested the "Hold Off" protection from when he is ready to surrender the "Hold Off."

iv. The operator shall then surrender 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 Ontario Hydro crews shall be taken by the Chenaux Operators for any work being performed by Ontario Hydro.

10.0 Safety

10.1 When employees of either Pembroke or Pontiac or contractor are working on equipment owned by the other entity, they will continue to be governed by the requirements of the Ontario Occupation Health and Safety Act and the Electrical Utility Safety Association regulations.

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12.2 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.

SCHEDULE 'B'

PROCESS FOR CONNECTING AN EMBEDDED GENERATOR

PROTECTION REQUIREMENTS GUIDE

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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.

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Notes:

1. Maclaren Energy Inc. (embedded generator) is responsible for providing suitable embedded generator equipment to protect his plant and equipment for any conditions on the distributor and interconnected transmission systems such as reclosing, faults and voltage unbalance.

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4. Based on the transformer connection proposed by embedded 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.

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7. The embedded generator may be required to install utility grade relays for those protections which could affect the distributor or transmission authority system.

The embedded 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

The Customer is responsible for supply, by a meter service, supply or other means, the following:

a) MV90 4 quadrant compatible interval meter or IMO approved metering c/w approved C.T's and P.T.'s and installation.

b) Supply ORPC daily hourly meter data in MDEF format, via email or website.

c) Maintain MDEF files consistent with IMO requirements and good business practice.

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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 IMO guidelines.