

BY EMAIL AND RESS

February 1, 2023

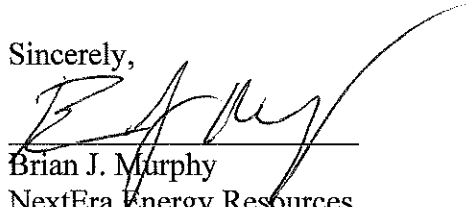
Ms. Nancy Marconi
Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Re: EB-2020-0150, NextBridge – HONI Service Level Agreement

Dear Ms. Long:

Pursuant to the direction in the Board's Decision and Order, EB-2020-0150 at 47 (June 17, 2021), NextBridge Infrastructure LP ("NextBridge") hereby submits the NextBridge-HONI Service Level Agreement ("Agreement"). The attached Agreement has redacted out highly competitive commercial terms and conditions. The unredacted, confidential version of the Agreement is being provided to the Board in accordance with the Board's Practice Direction on Confidential Filings. For background, a partnership between HONI and SuperCom will provide the services, which is a partnership company, MAAJIIGI Utility Services Limited, which executed the Agreement.

Sincerely,



Brian J. Murphy
NextEra Energy Resources
700 Universe Boulevard
Juno Beach, FL 33408

Vendor Information

MAAJIIGI UTILITY SERVICES LIMITED
PARTNERSHIP
483 BAY STREET SUITE 800, SOUTH TOWER
TORONTO ON M5G 2P5

Vendor Number: 3500006275
Phone Number: 416-345-1240
Fax Number:

PO Number 2000413930

PO Date: 03/23/2022

Incoterm: FREIGHT NOT APPLICABLE

Invoice To Information

PREFERRED DELIVERY METHOD:

Email to: NEER-accountspayablepo@nee.com in .pdf format only.

Only one invoice per .pdf file. Excel files cannot be processed through the system.

If unable to email invoices, submit to the following:

NEXTBRIDGE INFRASTRUCTURE

ATTN: ACCOUNTS PAYABLE

P.O. BOX 88808

NORTH PALM BEACH, FL 33408

All Invoices Must Reference a Valid Purchase Order Number

Ship To Information

NEXTBRIDGE INFRASTRUCTURE
1403
214 KING STREET WEST, SUITE 500
Toronto ON M5H 3S6
CA

General Information

Questions of a commercial or contractual nature may be directed to Rocio Castro Rambarran, RTC0PSY@FPL.COM

USE/PURPOSE

This Purchase Document between NextBridge Infrastructure LP ("Purchaser") and Hydro One Networks Inc ("Supplier") is to be used for specific Work as described in the Description of Work below. Any capitalized words used in this Purchase Document and not defined herein shall have the meaning described in the terms and conditions referenced below.

The parties hereto have requested that the Purchase Document and all related documents (unless otherwise specified herein) be drafted in the English language. Les parties aux presentes ont demande a ce que ce Purchase Document ainsi que tous les documents qui lui sont lies (a moins de mention a l'effet contraire aux termes des presentes ou dans ces documents) soient rediges en langue anglaise.

DESCRIPTION OF WORK

This Purchase Document is your authority to provide labor, equipment, supervision and materials to perform structural and electrical construction at the Duran Substation (the "Work") for Purchaser.

Work to be done in accordance with the below documentation previously provided by Purchaser during the RFP process and received within proposal response to RFP from Supplier:

- EWT Maintenance Services SOW, Rev 6-4-20
- EWT Maintenance Services SOW Rev. 06-04-20 Final
- HONI-Supercom Questionnaire Responses & Rate Schedule, Rev. 2-21-20
- HONI-Supercom Submission Package, Rev. 2-21-20
- HONI-Supercom Indigenous Economic Benefit Plan, Rev. 2-21-20

SCHEDULE

The schedule shall be in accordance with the Performance Period listed below. Upon receipt of this Purchase Document, Supplier Company

Authorized Signature: /S/ Rocio Castro Rambarran

Date: 07/18/2022

Either party hereto may choose to transmit its order, release, or acknowledgment documents electronically by EDI, email, or facsimile (fax). The parties agree that any such document transmitted via EDI, email, or fax will be considered original and signed by a party when received electronically by the other party. Neither party will contest the validity or enforceability of such documents based upon their electronic delivery or signature.

PO Number: [REDACTED]
Vendor Name: MAAJIIGI UTILITY SERVICES LIMITED

Representative shall contact Purchaser Company Representative to finalize schedule for Supplier's performance of Work meeting Purchaser schedule requirements.

TERMS AND CONDITIONS

All Work provided under this Purchase Document shall be performed in accordance with the attached Negotiated Terms and Conditions for Contract Work (Nextbridge & HONI/SuperCom), Rev. 01-11-21.

Any capitalized term used in this Purchase Document and not defined in this Purchase Document shall have the same meaning ascribed in the capitalized term in the General Conditions.

Any alternative, different, or additional terms and conditions referenced by Supplier in any Supplier proposal, quotation, or the like, or in subsequent Supplier correspondence are rejected and will not become part of this Purchase Document.

PRICING/COMPENSATION

Purchaser agrees to pay Supplier in accordance with the time and material rates specified in "Questionnaire Responses & Rate Schedule Rev. 2-21-20

All pricing shall be in Canadian Dollar (CAD).

Supplier shall invoice monthly upon completion and Acceptance of Work by Purchaser Company Representative. Contract Price shall not exceed this amount without a signed Change Form issued by the Purchaser.

INVOICING

Failure to follow these instructions may prevent processing of Supplier's invoices for this Purchase Document.

Supplier shall submit all invoices per the instructions under the "Invoice To Information" section above in this Purchase Document upon completion and acceptance of Work by Company Representative.

Altered invoices will not be processed.

All invoices submitted should include the following information:

1. Purchase Document number
2. Purchase Document line item number
3. A short description of the Work performed
4. Date and Location of where Work was performed
5. Itemized pricing
6. Applicable supporting documentation
7. JPN#'s and Outage Number, if applicable

COMPANY REPRESENTATIVES

The Purchaser's Company Representative is Jeff Damen [REDACTED]

The Supplier's Company Representatives are Sanjiv Karunakaran [REDACTED] and Cris Serban, [REDACTED]

OUT OF SCOPE WORK INSTRUCTIONS

Changes in the scope of this Purchase Document or additional scope requests will only be performed upon execution of a Change Form authorized by the contracts department, Integrated Supply Chain. This Change Form will outline the authorized Work to be performed.

PO Number: [REDACTED]
Vendor Name: MAAJIIGI UTILITY SERVICES LIMITED

ACKNOWLEDGEMENT

Supplier is required to countersign this Purchase Document and return it to the named Contract Agent prior to commencing Work. Supplier's execution and/or commencement of Work shall indicate Supplier's acknowledgement and agreement of this document, its attachments, and references. Failure to return this acknowledgment could result in payment of your invoices being delayed.

Either party hereto may choose to transmit its order, release, or acknowledgment documents electronically by EDI, email, or facsimile (fax). The parties agree that any such document transmitted via EDI, email, or fax will be considered original and signed by a party when received electronically by the other party. Neither party will contest the validity or enforceability of such documents based upon their electronic delivery or signature.

As a duly authorized representative, the undersigned acknowledges and accepts the terms of this document, its attachments, and references.

Accepted By: Sanjiv Karunakaran

Signature:



Title: Secretary 2835785 ONTARIO INC., General Partner of Maajiigi Utility Services Limited Partnership

Date: 26 July 2022

Please return acknowledgement within five (5) working days via email to the following: Rosie.Castro@FPL.com.

Attachments:

-Negotiated Terms and Conditions for Contract Work (Nextbridge & HONI/SuperCom), Rev. 01-11-21

XC:

Victor.Demaio@nee.com

Jennifer.Chaney@nee.com

RTC 5/12/2022 SC# 1002195041

COVID Vaccine Requirement

1. Vaccine Requirement:

Covered Workers must be Fully Vaccinated or receive their employer approved exemption or accommodation. A Covered Worker that is not compliant with this requirement will not be permitted to enter a Company Facility.

- #Covered Worker# means each of your employees, subcontractor employees, workers, and representatives who has badged access to a Company Facility, performs work at such Company Facility, and who interacts in-person with NextEra Energy employees.
- #Company Facility# means any NextEra Energy or affiliate facility, excluding unstaffed sites and construction sites.
- "Fully Vaccinated# means "fully vaccinated" as determined, from time to time, by the CDC (Centers for Disease Control and Prevention) and when self-reported proof of vaccination status is provided to you, as the individual's employer. As of May 2, 2022, Fully Vaccinated means:
 - Two weeks after the second dose in a Pfizer or Moderna 2-dose vaccine series; or
 - Two weeks after a single-dose vaccine (Johnson & Johnson's Janssen); and

PO Number: [REDACTED]
Vendor Name: MAAJIIGI UTILITY SERVICES LIMITED

<div><div>· When self-reported proof of vaccination status is provided to you, as the individual#s employer.</div><div>2. Reporting, Record Keeping, Audit: You must maintain and manage a formal vaccination validation process. Pursuant to such process, you are required to (i) verify the vaccination status of each Covered Worker, including any accommodation or exemption status approved by you; (ii) promptly respond to a request by NextEra Energy regarding vaccination status of a Covered Worker; and (iii) upon request, make the validation process available for review and assessment by NextEra Energy. Covered Workers who are unvaccinated for COVID-19 or received an accommodation or an exemption from their employer will be required to comply with all Company policies, including Company's weekly antigen testing program. All costs of compliance with Company's antigen testing program shall be for the account of Supplier. Company policies are subject to change.</div></div>						
Item	Description	Quantity	UM	Performance Period	Unit Price	Extended Price
1	S-OSP MAINT SVCS EWT Line Project Maintenance Services WBS P-4984-200-03 - Contractor - Line Maintenance, G/L 5750320 TAX CODE : A/P Taxable - Self-Assess (Passport)	1,800,000.00	EA	03/21/2022 - 07/18/2025	CAD 1.26 / 1 EA	CAD 2,268,000.00
Order Not to Exceed						CAD 2,268,000.00