

BY EMAIL AND RESS

March 24, 2026

Mr. Ritchie Murray
Acting Registrar
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON M4P 1E4

Hydro One Networks Inc.

483 Bay Street
7th Floor South Tower
Toronto, Ontario M5G 2P5
HydroOne.com

Kathleen Burke

VP, Regulatory Affairs
T 416-770-0592
Kathleen.Burke@HydroOne.com

Dear Mr. Murray,

EB-2026-0083 – Hydro One Networks Inc. – St. Thomas Transmisison Line Project – Expropriation – Update to Application and Evidence

On March 4, 2026, in order to deliver the St. Thomas Transmission Line Project (the “Project”), Hydro One Networks Inc. (“Hydro One”) sought relief from the OEB pursuant to section 99(1) of the *Ontario Energy Board Act, 1998*, for authority to expropriate certain interests in lands (the “Application”). Hydro One requires expropriation authorization so that it may construct and operate a new 230-kilovolt double-circuit transmission line known as the St. Thomas Transmission Line Project (the “Project”) located between the between the City of London, Ontario and the City of St. Thomas, Ontario.

Hydro One is providing the OEB with an Updated Application that removes any property over which Hydro One no longer requires expropriation authorization relief due to the signing of a voluntary agreement since the original date of filing the Application.

In accordance with OEB filing requirements and policies, components of the Updated Application have been filed in confidence given the personal nature of the information disclosed therein. Hydro One confirms that all redacted versions of documents filed in support of Hydro One’s application do not disclose any personal information under the Freedom of Information and Protection of Privacy Act.

An electronic copy of the completed Updated Application and Evidence has been filed through the OEB’s Regulatory Electronic Submission System.

Sincerely,



Kathleen Burke

cc: Mr. Richard J. King / Mr. Evan J. Barz (Osler, Hoskin & Harcourt LLP)
Ms. Monica Caceres (Hydro One Networks Inc.)

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998,
c.15, Schedule B (the “*OEB Act*”)

AND IN THE MATTER OF section 99 (1) of the *OEB Act*

AND IN THE MATTER OF an Application by Hydro One Networks Inc.
 (“Hydro One”) for authority to expropriate land for the purpose of
 constructing and operating a 230-kilovolt double-circuit transmission
 line between the City of London, Ontario and the City of St. Thomas,
 Ontario.

APPLICATION FOR AUTHORITY TO EXPROPRIATE LAND INTERESTS

HYDRO ONE NETWORKS INC.

March 4, 2026

1 **A. INTRODUCTION**

2
3 1. Hydro One hereby applies to the Ontario Energy Board (“OEB” or “Board”) pursuant
4 to section 99(1) of the *OEB Act* for authority to expropriate certain interests in the
5 lands (jointly referred to as the “Subject Lands”) as more particularly described and
6 shown in the plans and descriptions attached hereto.

7
8 2. Hydro One requires expropriation authorization so that it may construct and operate
9 a new 230-kilovolt (“kV”) double-circuit transmission line known as the St. Thomas
10 Transmission Line Project (the “Project”). The Project is located between the City of
11 London, Ontario and the City of St. Thomas, Ontario.

12
13 3. The Project will transmit electricity to PowerCo Canada Inc.’s (“PowerCo”) electric
14 vehicle (“EV”) battery cell manufacturing facility in the City of St. Thomas, which is
15 anticipated to become Canada's largest EV battery plant. The Project is needed to
16 meet the forecasted electricity demands of the facility.

17
18 4. Hydro One is exempt from having to obtain leave to construct for the proposed
19 transmission line under section 92 of the *OEB Act* by virtue of subsection 6.2(1)(e.1)
20 of Ontario Regulation 161/99 (“Exemption Regulation”).¹ The Project is being
21 undertaken pursuant to the terms of a Connection and Cost Recovery Agreement
22 made between Hydro One and its customer, PowerCo, that specifies that the cost of
23 the Project is to be exclusively paid for by PowerCo who is not a licensed transmitter
24 or distributor. The Project therefore qualifies for the exemption set out in the above
25 noted provision of the Exemption Regulation.

¹ Subsection 6.2(1)(e.1) of O.Reg. 161/99 provides that subsection 92(1) of the *OEB Act* does not apply to a person that constructs, expands or reinforces an electricity transmission line, if (i) the construction, expansion or reinforcement of the line is undertaken pursuant to an agreement between the person and one or more customers that specifies that the cost of the construction, expansion or reinforcement is to be exclusively paid for by the customer or customers, and (ii) none of the customers is a licenced transmitter or licenced distributor.

1 **B. NATURE OF THE PROJECT**

2
3 5. In the spring of 2023, the provincial and federal governments secured an investment
4 from the Volkswagen Group and its subsidiary, PowerCo, to build an EV battery cell
5 manufacturing facility in the City of St. Thomas, Ontario.²

6
7 6. In a letter dated August 31, 2023, the Government of Ontario urged Hydro One to
8 make the Project a priority and to undertake the necessary activities to deliver the
9 Project on an expedited basis, consistent with the Government of Ontario's
10 commitment to the timely grid connection of the St. Thomas EV battery cell
11 manufacturing facility. A copy of the letter is provided at Appendix 1 of this Application.

12
13 7. Hydro One is obligated to ensure that all customers are granted non-discriminatory
14 access to its transmission system, pursuant to Section 26 of the *Electricity Act, 1998*
15 and in accordance with the terms and conditions set out in Hydro One's transmission
16 license³, the OEB's Transmission System Code, and Hydro One's OEB-approved
17 Transmission Connection Procedures.

18
19 8. At PowerCo's request, Hydro One prepared a connection cost estimate and the
20 parties subsequently concluded a Connection and Cost Recovery Agreement dated
21 August 28, 2024. A copy of the Agreement is provided at Appendix 2 of this
22 Application. Due to sensitive commercial information in the Agreement and the
23 restrictions on disclosing customer information under Section 14 of Hydro One's
24 transmission license, the Agreement has been filed in confidence pursuant to Rule
25 10 of the OEB's Rules of Practice and Procedure.

26
27 9. To meet the forecast electricity demands of this manufacturing facility, a new 230 kV
28 double-circuit transmission line is required. It will extend from Hydro One's existing
29 230 kV transmission corridor north of Highway 401 in the City of London, Ontario and

² Ontario Government News Release from Office of Premier, dated April 21, 2023: [Volkswagen's New Electric Vehicle Battery Plant Will Create Thousands of New Jobs | Ontario Newsroom](#).

³ Hydro One's Licence [ET-2003-0035](#), issued October 31, 2023.

1 span approximately 18 kilometers south to the new Centennial Transformer Station
2 in the City of St. Thomas, Ontario.

3
4 10. The route for the transmission line was identified and approved through the
5 environmental assessment process in accordance with the *Environmental*
6 *Assessment Act*. On October 28, 2025, Hydro One filed the Statement of Completion,
7 including the Final Environmental Study Report⁴, with the Ministry of the Environment,
8 Conservation and Parks. This process was open to participation by the public,
9 including the landowners affected by the Project.

10
11 11. On October 28, 2025, the Ontario government announced that construction work
12 related to the laying of foundations for PowerCo's EV manufacturing facility was
13 underway.⁵

14 15 **C. PROJECT LAND REQUIREMENTS**

16
17 12. The Project requires Hydro One to acquire land rights from 33 directly impacted
18 properties along the route, including 26 privately held properties, 6 municipally held
19 properties, and 1 railway crossing. A map illustrating the Project route is included in
20 Appendix 3 of this Application. A more detailed aerial route map illustrating where the
21 Subject Lands are located along the Project route is attached at Appendix 4 of the
22 Application.

23
24 13. Hydro One seeks authority to expropriate new permanent easement rights from
25 affected properties along the route, which are primarily across agricultural lands, to
26 facilitate construction and ongoing operation of the Project. To accommodate the
27 overhead transmission line and supporting structures, easements will be 46 metres
28 in width. The 46-metre-wide permanent easements are consistent with easements

⁴ St. Thomas Line Project Class Environmental Assessment, [Final ESR](#), dated October 24, 2025.

⁵ Ontario Government News Release from Office of Premier, dated October 28, 2025: [Ontario Celebrates PowerCo Construction Milestone in St. Thomas.](#)

1 that Hydro One secures to facilitate similar 230 kV transmission line projects,
2 including projects that have obtained leave to construct by the OEB.⁶

3

4 14. The authority to expropriate sought in this Application is intended to provide Hydro
5 One with similar (if not identical) land interests that Hydro One has required across
6 other parts of the Project and that have been acquired through voluntary agreements,
7 discussed below.

8

9 15. Temporary access rights will also be required during the period of construction for off-
10 corridor access and construction activities. Hydro One notes that off-corridor
11 temporary access land rights continue to be negotiated and secured on a voluntary
12 basis as needed. Should there be any further need to secure authority in the future
13 to secure off-corridor land rights, Hydro One intends to make a separate application.

14

15 16. A description of the lands and the specific interests in lands in which Hydro One is
16 seeking authority to expropriate is attached as Appendix 5. This list is inclusive of all
17 remaining permanent easement interests Hydro One requires to access, construct,
18 operate and maintain the Project.

19

20 17. Hydro One has conducted a search of title sufficient to identify the current registered
21 landowners, those who hold registrable interests in the lands, and those with any
22 interest in the lands directly affected by this Application. The names of these
23 individuals are listed, by property, in Appendix 5. Personal information has been
24 redacted in accordance with the OEB's Practice Direction.

25

26 18. Attached hereto as Appendix 6 are copies of the draft reference plans, suitable for
27 registration, showing the lands over which authority to expropriate the interests set
28 out in Appendix 5 is being requested and the registered owners thereof.

⁶ EB-2023-0198

1 **D. LANDOWNER CONSULTATION AND VOLUNTARY AGREEMENT EFFORTS**

2
3 19. Beginning in October 2024, Hydro One notified all directly affected landowners
4 impacted by the Project of Hydro One's intention to present offers to voluntarily
5 acquire land interests required for the Project. All voluntary offers presented to
6 landowners were consistent with Hydro One's St. Thomas Transmission Line Project
7 Land Acquisition Compensation Principles ("LACP"), a copy of which is attached as
8 Appendix 7. The LACP is founded upon Hydro One's experience in land acquisition
9 matters for new transmission projects, and acts as a roadmap for affected landowners
10 to understand Hydro One's acquisition process.

11
12 20. The voluntary offers provide financial incentives and choices to landowners in
13 exchange for early and voluntary acquisition and resolution of land requirements
14 necessary for the Project. The expropriation authorization relief sought in this
15 Application intends to maintain consistent terms and conditions irrespective of how
16 lands are acquired, either via voluntary agreements or expropriation authorization.
17 Hydro One will abide by the terms of any land acquisition arrangement for the
18 commencement of construction and as such there is no reason to create differences
19 between the interests acquired voluntarily versus by way of expropriation
20 authorization.

21
22 21. To support and facilitate timely resolution of negotiations and fair settlements with
23 landowners, Hydro One consistently applied the principles in the LACP, including
24 determining the calculated Fair Market Value for each property, as determined by
25 accredited independent appraisers⁷ who prepared site-specific appraisal reports.

26
27 22. Hydro One confirms that each landowner affected in this Application was offered the
28 standard form of agreement, which is substantively consistent with the form of
29 agreements previously approved by the Board in other proceedings.⁸

⁷ All appraisers retained by Hydro One have received an Accredited Appraiser Canadian Institute designation from the Appraisal Institute of Canada.

⁸ EB-2024-0155

1 23. Hydro One's dedicated real estate representatives continue to engage with
2 landowners or their legal counsel regarding the Project. Communication between
3 Hydro One and landowners has been ongoing in an effort to voluntarily obtain the
4 land interests required for the Project.

5

6 24. As of March 23, 2026, landowners of 19 of the privately held properties have signed
7 voluntary agreements for permanent easements for the Project. Discussions are
8 continuing with the landowners of the 7 remaining privately held properties. The
9 properties outside of the privately held properties are owned by the Canadian Pacific
10 Railway Company and the Corporation of the City of St. Thomas, and authority to
11 expropriate interests in those lands is not being sought in this Application.

12

13 25. Hydro One confirms all owners and holders of registrable interests in the properties
14 affected by this Application as listed in Appendix 5, have been formally notified of
15 Hydro One's intention to proceed with expropriation of certain interests and seek the
16 relief now requested in this Application.

17

18 26. As noted above, efforts to voluntarily secure permanent easement interests are
19 ongoing with all registered landowners listed in Appendix 5 and Appendix 6. These
20 appendices will be updated over the course of this proceeding if more voluntary
21 agreements are achieved.

22

23 **E. PUBLIC INTEREST**

24

25 27. The expropriation authority requested herein is required for Hydro One to complete
26 the safe and timely construction of the Project to provide PowerCo with non-
27 discriminatory access to its transmission system in accordance with Hydro One's
28 transmission licence, while maintaining a safe, reliable and adequate supply of
29 electricity in the Province.

30

31 28. Hydro One has taken reasonable steps to minimize the impact of the proposed
32 expropriations on the landowners affected by the Project by requesting property

1 interests that are no larger and no more extensive than necessary. The limited-right
2 easement request is the minimum quantity of lands rights based on an industry-typical
3 design for a 230 kV transmission line and compliance with industry standards. Hydro
4 One supports agriculture as a compatible use within its transmission corridors, and
5 therefore except for the immediate footprint of the transmission towers, the Subject
6 Lands would continue to support existing farming operations.⁹

7

8 29. Furthermore, the Project supports the Ontario government's investment to grow the
9 EV industry and supports future economic growth consistent with the statutory
10 objectives outlined in Section 1 of the *Electricity Act, 1998* and Section 1(1)2.1 of the
11 *OEB Act*.

12

13 30. The aim of Hydro One remains to provide customers connecting in Ontario the
14 reliability and quality of service benefits the Project delivers in the most cost-effective
15 manner possible. The cost of the Project will be exclusively funded by the connecting
16 customer, in accordance with the Transmission System Code's customer connection
17 cost responsibility principles. Therefore, the Project will result in no harm to
18 ratepayers.

19

20 31. Despite Hydro One's ongoing efforts to reach voluntary settlements with all directly
21 affected landowners, with PowerCo's EV battery cell manufacturing facility's initial
22 production to begin in 2027, Hydro One is required to proceed with this Application in
23 order to secure the land rights necessary to complete the Project in a timely manner.

24

25 32. In light of the foregoing, the land rights sought herein are an integral part of the
26 completion of the Project and therefore are necessary and in the public interest.

27

28 33. As previously mentioned, Hydro One has engaged in good faith discussions with all
29 landowners affected by the Project, providing consistent settlement offers based on

⁹ St. Thomas Line Project Class Environmental Assessment, Final ESR – Table 7-1, dated October 24, 2025, page 7-316.

1 the Project's LACP. The landowners and interests in lands described in Appendices
2 5 and 6 reflect that voluntary settlements have not occurred despite these efforts.

3

4 **F. REQUESTED RELIEF**

5

6 34. Based on the foregoing, Hydro One requests:

7 • An Order under section 99 of the *OEB Act* granting the necessary authority to
8 expropriate the interests in the Subject Lands more particularly described in
9 Appendix 5 on such terms and conditions as described herein or as may
10 otherwise be determined by the Board to be in the public interest.

11

12 • Consideration of this matter so that in-service timing of the Project, as per the
13 customer request, is not unduly delayed. To effectuate that timing, Hydro One
14 seeks a decision on this Application prior to mid-September 2026. This would
15 allow the necessary time for filing and registration of the expropriation plans after
16 receipt of the decision before construction commences on these expropriated
17 lands.

18

19 35. In parallel with this sought relief, construction activities for the Project will commence
20 at locations where all necessary approvals, permits, licences, certificates and land
21 agreements have been obtained.

1 **G. NOTICE**

2
3 36. Hydro One requests that a copy of all documents filed with the Board be served on
4 the Applicant and the Applicant's counsel, as follows:

5
6 **a) The Applicant:**

7 Eryn Mackinnon

8 Regulatory Advisor

9 Hydro One Networks Inc.

10 Mailing Address: 7th Floor, South Tower

11 483 Bay Street

12 Toronto, Ontario M5G 2P5

13 Telephone: (437) 318-3700

14 Email: Regulatory@HydroOne.com

15
16 **b) The Applicant's Counsel:**

17 Mr. Richard J. King / Mr. Evan J. Barz

18 Osler, Hoskin & Harcourt LLP

19 Mailing Address: Suite 6200, 1 First Canadian Place

20 100 King Street West, P.O Box 50

21 Toronto, Ontario M5X 1B8

22 Telephone: (416) 862-6626 / (416) 862-4209

23 Fax: (416) 862-6666

24 Electronic access: rking@osler.com / ebarz@osler.com

1 **c) The Applicant's Counsel:**

2 Ms. Monica Caceres

3 Assistant General Counsel

4 Hydro One Networks Inc.

5 Mailing Address: 8th Floor, South Tower

6 483 Bay Street

7 Toronto, Ontario M5G 2P5

8 Telephone: (647) 505-3341

9 Fax: (416) 345-6972

10 Electronic access: monica.caceres@hydroone.com

11

12 37. This Application for authority to expropriate certain interests in the Subject Lands as
13 more particularly described and shown in the plans and descriptions attached hereto
14 and any other relief the OEB may so deem necessary is respectfully submitted to the
15 Board on March 4, 2026. The written evidence is prefiled and may be amended from
16 time to time prior to the Board's final decision on this Application.

APPENDIX LIST

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- Appendix 1 – Letter from Ministry of Energy to Hydro One on Enabling Economic Growth and Connecting the St. Thomas EV Battery Facility, dated August 31, 2023
- Appendix 2 – Connection and Cost Recovery Agreement between PowerCo Canada Inc. and Hydro One
- Appendix 3 – St. Thomas Transmission Line General Area Map
- Appendix 4 – St. Thomas Transmission Line Detailed Aerial Project Route Map
- Appendix 5 – Description of Lands and Specific Interests in Lands over which Authority to Expropriate is being Requested
- Appendix 6 – Draft Reference Plans
- Appendix 7 – Hydro One’s Land Acquisition Compensation Principles for the St. Thomas Transmission Line Project

APPENDIX 1

Letter from Ministry of Energy to Hydro One on Enabling Economic Growth and
Connecting the St. Thomas EV Battery Facility, dated August 31, 2023

Ministry of Energy

ministère de l'Énergie



Strategic, Network and Agency
Policy Division

Division des politiques relatives
aux stratégies, aux réseaux et
aux organismes

77 Grenville Street
6th Floor
Toronto ON M7A 2C1

77, rue Grenville
6^e étage
Toronto ON M7A 2C1

Tel: (437) 223-1065

Tél: (437) 223-1065

August 31, 2023

Mr. Spencer Gill
Vice President of Planning
Hydro One Networks Inc.
483 Bay Street, 13th Floor, North Tower
Toronto, Ontario
M5G 2P5

Dear Spencer,

Re: Enabling Economic Growth and Connecting the St. Thomas EV Battery Facility

I write in order to reinforce the importance of the transmission connection and related work that Hydro One Networks Inc. (“Hydro One”) is anticipated to complete in terms of the connection of the soon to be constructed electric vehicle battery cell manufacturing facility by a subsidiary of Volkswagen AG, namely 1000511515 Ontario Inc., in St. Thomas, Ontario (the “St. Thomas EV Battery Facility”), and to express the Government of Ontario’s strong support for this high-priority project and the criticality of Hydro One’s role in ensuring the timely connection of this important project.

As you are aware, the Government of Ontario is committed to economic growth in the Province and, currently, global companies are looking to invest in jurisdictions with affordable, reliable, and clean energy. Hydro One plays a critical role in enabling the infrastructure required to support this growth and transformation, including the development and connection of the recently announced St. Thomas EV Battery Facility. The Government’s support for this high priority project is evidenced by the Minister of Economic Development, Job Creation and Trade having entered into a support agreement with 1000511515 Ontario Inc.

The Government of Ontario recognizes that this project was not contemplated in Hydro One’s 2023-2027 Joint Rate Application, which was recently approved by the Ontario Energy Board. The Government of Ontario also understands that Hydro One is working on many concurrent and competing projects in Ontario and has advised the Government that it will endeavour to deliver the requested work on a best-effort basis.

I understand that Hydro One has recently identified new infrastructure requirements on its system necessary for the connection of the St. Thomas EV Battery Facility. As noted above, I want to convey the Government of Ontario's commitment to the timely connection of the St. Thomas EV Battery Facility and urge Hydro One to make this project a priority and undertake the necessary activities to deliver this work on an expedited basis, consistent with industry timelines and in a manner that respects 1000511515 Ontario Inc's other arrangements, including the support agreement referred to above. I also understand the necessity of executing connection agreements in a timely manner and would like to express our long-term commitment to 1000511515 Ontario Inc. as a means of providing you with sufficient comfort as you assess the balance of risk required to execute the Connection Cost Recovery Agreement with 1000511515 Ontario Inc.

Thank you for supporting the government's efforts to enable economic growth in Ontario.

Sincerely,



Karen Moore
Assistant Deputy Minister
Strategic, Network and Agency Policy Division

c: Samir Adkar, Director, Energy Networks and Indigenous Policy, Ministry of Energy
Robert Reinmuller, Senior Director, Transmission Planning, Hydro One Networks Inc.

APPENDIX 2

Connection and Cost Recovery Agreement between PowerCo Canada Inc.
and Hydro One



**CONNECTION AND COST RECOVERY AGREEMENT (CCRA) -
LOAD**

between

PowerCo Canada Inc.

and

Hydro One Networks Inc.

for

Centennial TS

PowerCo Canada Inc. (the “**Customer**”) has requested and Hydro One Networks Inc. (“**Hydro One**”) has agreed to perform the Hydro One Connection Work for the Project described in Part I below on the terms and conditions set forth in this Connection and Cost Recovery Agreement dated August 28, 2024 (the “**Agreement**”). The attached Standard Terms and Conditions for Load Customer Transmission Customer Connection Projects V7 6-2023 (the “**Standard Terms and Conditions**” or “**T&C**”); and the following schedules attached hereto are to be read with and form part of this Agreement:

- Schedule "A" - Scope of Hydro One Connection Work
- Schedule “B” - Scope of Customer Connection Work
- Schedule “C” - Capital Contribution(s), Payment Schedule, Revenue Requirements, etc.
- Schedule “D” - Form of Cost Report
- Schedule “E” - Form of Grant of Easement in Gross
- Schedule “F” - Form of Access Easement
- Schedule “G” - Form of Early Access Agreement
- Schedule “H” - Form of Off-Corridor Access Agreement,
- Schedule “I” - Form of Construction Staging and Stringing Area Agreement
- Schedule “J” - Form of Agreement of Purchase and Sale

I. Project Summary

The Customer is constructing new buildings to be operated by the Customer for the purpose of manufacturing electric vehicle batteries in St. Thomas, Ontario (“**PowerCo Facility**”) with an estimated power demand of [REDACTED]. The Customer will be temporarily connected to Hydro One’s distribution system for construction power up to a maximum of [REDACTED].

The Project is the permanent connection of the Customer’s Facilities to Hydro One’s transmission system which will involve Hydro One constructing, owning and operating the New or Modified Connection Facilities (identified in Schedule “A”), including, a new 230/27.6kV transmission station named Centennial TS. Centennial TS will be comprised of six new 230/27.6kV Dual Element Spot Network (DESN) switchyards, which will provide twelve connection points to the Customer’s medium voltage switchyard. The Customer will have a 27.6 kV disconnect or Midspan Opener (MSO) between the Centennial TS fence line and the first Customer-owned overhead pole outside Centennial TS and the 27.6 kV disconnect or MSO will serve as the interface and demarcation between Hydro One’s Centennial TS Facilities and the Customer’s Facilities (the “**Demarcation Point**”).

Based on the Customer’s load forecast, DESNs one (1), two (2) and three (3) of Centennial TS will be energized by Hydro One by [REDACTED], for the purpose of facilitating the Customer’s construction and commissioning work forecast load needs of 210 MVA. At that point, the Customer will be disconnected from Hydro One’s distribution system. All 6 DESNs of Centennial TS will be energized by Hydro One on the Ready for Service Date specified herein.

II. Term

The term of this Agreement commences on the date first written above and terminates on the [REDACTED] anniversary of the In Service Date (the “**Term**”) unless terminated earlier in accordance with the terms of this Agreement.

III. Special Circumstances

1. In addition to the circumstances described in Section 5 of the Standard Terms and Conditions, the Ready for Service Date is subject to the Customer, executing and delivering this Agreement to Hydro One by no later than [REDACTED] (the “Execution Date”).
2. Pursuant to a consent letter from Hydro One to the Customer dated April 5, 2024 (the “Customer Consent”), the Customer irrevocably consented to Hydro One assigning it a risk classification of [REDACTED] risk with a [REDACTED] economic evaluation period under Appendix 4 of the *Transmission System Code* which is reflected in the terms of this CCRA.
3. Hydro One and the Customer are parties to a Connection Cost Estimate Agreement (including Pre-CCRA Work) dated [REDACTED] (the “CCEA/Pre-CCRA”) and the parties acknowledge and agree that:
 - (a) the Customer made advance payment(s):
 - (i) of [REDACTED] (plus HST in the amount of [REDACTED]) (the “CCEA Payment”) towards the cost of the Connection Estimate Work (as that term is defined in the CCEA) (the “CCEA Work”); and
 - (ii) totalling [REDACTED] (plus HST in the amount of [REDACTED]) (the “Pre-CCRA Work Payment”) towards the cost of the Pre-CCRA Work (as that term is defined in the CCEA);
 - (b) [REDACTED], Hydro One has performed the CCEA Work and has performed a portion of the Pre-CCRA Work at a committed cost of [REDACTED] (“Cost of CCEA Work & Pre-CCRA Work”) and will continue to perform the Pre-CCRA Work under the CCEA/Pre-CCRA until the earlier of the date this Agreement is executed and the Execution Date;
 - (c) notwithstanding any term to the contrary in any the CCEA/Pre-CCRA, the CCEA Payment and the Pre-CCRA Work Payment is credited against the amounts payable by the Customer under the terms of this Agreement, and the CCEA Work & Pre-CCRA Work as well as the Cost of CCEA Work & Pre-CCRA Work, is included in this Agreement; and
 - (d) the CCEA is deemed to be amended to reflect the inclusion of the Cost of CCEA Work & Pre-CCRA Work, the CCEA Payment and the Pre-CCRA Work Payment in this Agreement and that there will be no separate cost reconciliation process under the terms of the CCEA/Pre-CCRA but for greater certainty all costs of CCEA Work and the Pre-CCRA Work will be subject to cost reconciliation under this Agreement.
4. In addition to the Pre-CCRA Work that Hydro One commenced performing pursuant to the terms of the CCEA/Pre-CCRA, Hydro One commenced carrying out the following Hydro One Connection Work prior to the execution of this Agreement pursuant to a consent re HONI payments dated [REDACTED] (the “Customer Consent Work”):
 - Hydro One awarding a limited notice to proceed (LNTP) for a Procurement and Construction contract to a selected service provider through the ongoing request for proposal (RFP);

- real estate acquisition of the substation and transmission line property rights;
- purchase order release on substation site preparation activities including grading; and
- transmission line material procurement.

For greater certainty:

- (i) the scope of the Hydro One Connection Work in Schedule “A” includes the Customer Consent Work; and
 - (ii) the Estimate of the Engineering and Construction Cost of the Line Connection Pool Allocated Work, the Estimate of the Engineering and Construction Cost of the Transformation Pool Allocated Work and the Estimate of the Engineering and Construction Cost of the Network Pool Allocated Work includes the applicable estimated cost of the Customer Consent Work;
 - (iii) all costs incurred by Hydro One to perform the Customer Consent Work prior to the execution of this Agreement will be subject to cost reconciliation under this Agreement.
5. Owing to the Customer’s requested Ready for Service Date, the Customer has agreed for Hydro One to commence performing the Hydro One Connection Work prior to receiving the results of the System Impact Assessment (SIA) being performed by the IESO which, at the time of the execution of this Agreement, is not expected to be delivered until [REDACTED]. Hydro One’s Customer Impact Assessment (CIA) is completed after the SIA and is estimated to be completed by [REDACTED]. The Customer acknowledges and understands that Hydro One is required to comply with the requirements of the SIA and its CIA and as such, the Customer in having Hydro One proceed with the Hydro One Connection Work:
- (a) is accepting the risk that the SIA and as consequence of the SIA, the CIA may include changes to the scope of the Hydro One Connection Work, the estimated cost thereof and/or to the schedule for the performance of the work required for the Project;
 - (b) that the Hydro One Connection Work will be deemed to be amended to include any work to be performed by Hydro One as identified by the IESO in the SIA results and the results of the CIA; and
 - (c) the Customer Work will be deemed to be amended to include any work to be performed by the Customer as identified by the IESO in the SIA results and/or that is incidental to or results from a requirement of Hydro One as identified by the IESO in the SIA results and the results of the CIA.
6. The Customer acknowledges and agrees that pursuant to the terms of the CCEA/Pre-CCRA, the Customer accepted the risks associated with Hydro One performing an Association for the Advancement of Engineering Cost Estimate (“AAACE”)s [REDACTED] which means that the scope of the Hydro One Connection Work set out in this Agreement includes the assumptions identified by Hydro One in the [REDACTED] which if they are incorrect, may materially change the scope of the Hydro One Connection Work from what is identified in Schedule “A”, delay the Ready for Service Date identified herein and/or increase the Engineering and Construction Cost of the Hydro One Connection Work and may also materially change the scope of the Customer Connection Work to be performed by the Customer from what is identified in Schedule “B”.

IV. Premium Costs

The Customer acknowledges and agrees that in addition to the circumstances described in Section 16 of the Standard Terms and Conditions, Hydro One shall have the right to perform work at overtime rates and charge the Customer “Premium Costs” for same without obtaining the Customer’s consent during transmission system outages taken to perform Hydro One Connection Work and/or commissioning.

V. Cost Reports

For the Customer’s budgetary and cost tracking purposes, Hydro One agrees to provide the Customer on a [REDACTED] basis with project status reports in a form substantially similar to the form attached hereto as Schedule “D” and forming a part of this Agreement.

VI. Confidentiality Terms

The parties agree that section 1.1.3 (Definition of Confidential Information) and Part Seven of the Connection Agreement are incorporated herein and shall apply mutatis mutandis to this Agreement; provided that for purposes of the incorporated section 21.2 within such Part Seven of the Connection Agreement (for the purposes of this Part VI, “**Section 21.2**”), Hydro One consents to the Customer disclosing Hydro One’s Confidential Information to other persons as required for the development, construction, financing, and operation of the Customer’s new EV battery manufacturing facility subject to the Customer complying with the requirement in Section 21.2 to ensure that such other persons comply with the confidentiality provisions set out in the incorporated Part Seven of the Connection Agreement

VII. Notice

Any written notice required by the Agreement shall be deemed properly given only if either e-mailed, mailed or delivered to the parties at the address identified below.

(a) If to Hydro One:

Hydro One Networks Inc.
483 Bay Street
8th Floor, South Tower
Toronto, Ontario Canada M5G 2P5

Attention: General Counsel

(b) If to the Customer:

PowerCo Canada Inc.
100 King Street West (First Canadian Place)
Suite 3400
Toronto, Ontario M5X 1A4

Attention: Robert Weggässer (Director)
e-mail address: Robert.Weggaesser@vw.ca

with a copy by e-mail to:

Bennett Jones LLP
100 King Street West (First Canadian Place)
Suite 3400
Toronto, Ontario M5X 1A4

Attention: Michael Smith
e-mail address: smithmc@bennettjones.com

Notices sent by courier or registered mail shall be deemed to have been received on the date indicated on the delivery receipt. Notices sent by e-mail shall be deemed to be received on the date of the e-mail if sent before 3 p.m. on a business day or on the next business day if sent after 3 p.m. or a day that is not a business day.

The designation of the person to be so notified or the address of such person may be changed at any time by either party by written notice.

[Part VIII and Signature Page Follows]

VIII. General

- (a) Subject to Section 31 of the Standard Terms and Conditions, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written representations and agreements concerning the subject matter of this Agreement.
- (b) This Agreement may be executed by the parties in writing or via electronic signatures and in one or more in counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail (in portable document format) or other transmission method and any counterpart so delivered is deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their proper authorized signatories, as of the day and year first written above.

POWERCO CANADA INC.

[Redacted Signature]

Name: Sebastian Wolf
Title: Director

Signed by:

[Redacted Signature]

Name: Robert Weggässer
Title: Director

We have the authority to bind the Corporation.

HYDRO ONE NETWORKS INC.

DocuSigned by:



7CF2488C0737481...

Name: Joe Zerdin, P.Eng.
Title: Director, Large Customer Account Management
Execution Date:

I have the authority to bind the Corporation

Schedule “A” (Centennial TS): Scope of Hydro One Connection Work

MISCELLANEOUS

New or Modified Connection Facilities:

- a new 230/27.6kV transmission station named Centennial TS that will be comprised of six (6) new 230/27.6kV Dual Element Spot Network (DESN) switchyards;
- an approximately 20km 230kV double-circuit transmission line tap from new M31W/M33W tap structures near Buchanan TS to the line entrance on the East side of Centennial TS (the “**Buchanan-Centennial Line**”); and
- an approximately 2km 230 kV double-circuit transmission line tap from the existing W44LC/W45LS tap structures near Edgeware TS to the line entrance on the West side of Centennial TS (the “**Edgeware-Centennial Line**”).

Connection Point: 27.6 kV gantry and switch structures connecting to the twelve 27.6 kV buses from Centennial TS

Approval Date (if Section 92 required to be obtained by Hydro One): Not Applicable

Ready for Service Date: [REDACTED] (for all the New or Modified Connection Facilities). For greater certainty, DESNs one (1), two (2) and three (3) of Centennial TS will be energized by Hydro One by [REDACTED] for the purpose of facilitating the Customer’s construction and commissioning work.

Hydro One will own all equipment procured and supplied to Hydro One as part of the Hydro One Connection Work including the Centennial TS 27.6 kV feeder egress up to the Demarcation Point. In addition, Hydro One will own and operate all feeder, poles, duct bank structures, cables and auxiliary equipment (the “**Egress Equipment**”) inside Centennial TS that egress from Centennial TS to the Demarcation Point. The Egress Equipment will be designed and procured by the Customer and free issued to Hydro One.

For greater clarity, the Customer ownership of the 27.6 kV line will include the Customer 27.6 kV disconnect or MSO installed between the Centennial TS fence line and the Customer’s first overhead pole outside the Centennial TS, on the Northeast side of Centennial TS.

GENERAL:

Hydro One will provide project management, engineering, equipment and material, construction and commissioning of the Hydro One Connection Work. The scope of the Hydro One Connection Work as of the execution of this Agreement includes the requirements from and the assumptions identified by Hydro One in the Connection Cost Estimate Report [REDACTED].

Hydro One, or its agents:

- (i) will supply and install all materials and equipment not specifically described herein that are required or may be necessary to complete the work for the purpose required;
- (ii) shall repair any damage caused to lands, owned by Hydro One or third parties, associated with or related to the Hydro One Connection Work;
- (iii) where Hydro One deems necessary, install appropriate solutions to address public safety concerns regarding the facilities being constructed by Hydro One, which may include, but is not limited to, safety enclosures and signage; and
- (iv) scrap all materials and equipment removed by Hydro One, or its agents, at site unless specifically stated otherwise.

SCOPE DETAILS (BY CATEGORY):

Part 1: Transformation Connection Pool Work

Hydro One will:

- Implement environmental protection plan and monitoring for construction activities.
- Obtain environmental permits and perform environmental studies as required such as, but not limited to, Archaeological Assessment, Species at Risk (SAR) permit, Railway Crossing Permit, Municipal Noise By-Law Exemptions, and Soil Management Plan.
- Prepare site of Centennial TS (covering an estimated area of 72030 square meters) for construction including grading, drainage system, spill containment system, and chain link fence
- Procure required materials for Hydro One's connection work.
- Design, procure, and install four (4) line entrance structures:
 - Two (2) on the west side of the station perimeter for the connection of the Edgeware-Centennial Line; and
 - Two (2) line entrance structures on the east side of the station perimeter for the connection of the Buchanan-Centennial Line.
- Design, procure, and install two high voltage (230 kV) switchyards:
 - One on the west side of the station for DESN one (1), two (2), and three (3) which includes installation of:
 - approximately 3700 meters of rigid bus and 288 post insulators with appropriate bus and insulator support structures
 - six (6) 230 kV transformer disconnect switches and associated ground switches (one for each power transformer)
 - The second on the east side of the station for DESNs four (4), five (5), and six (6) which includes installation of:
 - approximately 3700 meters of rigid bus and 288 post insulators with appropriate bus and insulator support structures
 - six (6) 230 kV transformer disconnect switches and associated ground switches (one for each power transformer)
- Procure and install twelve (12) 230/27.6 kV power transformers (two in each DESN) including high voltage and low voltage surge arresters and neutral ground reactors.
- Design procure and install two medium voltage (27.6 kV) switchyards:
 - One on the west side of Centennial TS for DESN one (1), two (2), and three (3) which includes installation of:
 - approximately 1800 meters of rigid bus and 684 post insulators with appropriate bus and insulator support structures
 - eighteen (18) Current Transformer & Potential Transformer units (six in each DESN) and eighteen (18) Voltage Transformer units (six in each DESN)
 - six (6) 27.6 kV transformer breakers and associated disconnect switch (one for each transformer, and associated disconnect switches)
 - three (3) 27.6 bus-tie breaker (one in each DESN) and associated switches
 - six (6) 27.6 kV feeder switches (two in each DESN)

- three (3) AC station service transformers including associated disconnect switch and fuse box (one in each DESN)
- The second on the east side of Centennial TS for DESN four (4), five (5), and six (6) which includes installation of:
 - approximately 1800 meters of rigid bus and 684 post insulators with appropriate bus and insulator support structures
 - eighteen (18) Current Transformer & Potential Transformer units (six in each DESN) and eighteen (18) Voltage Transformer units (six in each DESN)
 - six (6) 27.6 kV transformer breakers and associated disconnect switch (one for each transformer, and associated disconnect switches)
 - three (3) 27.6 bus-tie breaker (one in each DESN) and associated switches
 - six (6) 27.6 kV feeder switches (two in each DESN)
 - three (3) AC station service transformers including associated disconnect switch and fuse box (one in each DESN)
- Design and install two (2) protection, control, and telecom building with AC and DC distribution panels, two (2) DC batteries per building, and one relay room per building.
- Design and install cable trench in the 230 kV and 27.6 kV switchyards within Centennial TS as per the Customer's requirements.
- Install overhead and underground 27.6 kV egress feeders and cables within Centennial TS in accordance with the Customer's design.
- Coordinate and terminate egress feeders with the Customer's first overhead pole structure outside Centennial TS.

Protection Control & Telecom:

- Install redundant transformer protection relay systems for twelve (12) power transformers including auxiliary relay for gas tripping and providing high voltage and low voltage telemetry
- Install line back up relay protection systems for transmission line supply circuits W44LC and W44LS including implementation of bi-directional Transfer Trip
- Install line back up relay protection systems for transmission line supply circuits M31W and M33W including implementation of bi-directional Transfer Trip
- Install breaker protection relay systems for twelve (12) low voltage transformer breakers and six (6) bus-tie breakers
- Install feeder protection relay systems for twelve (12) feeders
- Install Contact Transfer Modules to enable bi-directional communication between Centennial TS and the Customer's facility for exchanging protection signals associated with Transfer Trip, Cross Trip, and Special Protection Scheme (SPS) Trip

Controls

- Implement Supervisory Control And Data Acquisition (SCADA) capability by installing two (2) station gateways, two (2) event gateways, and one (1) Human Machine Interface (HMI) in both PCT Building #1 and #2 at Centennial TS
- Install three (3) Remote Terminal Units in PCT Building #1 at Centennial TS (one for each DESN)
- Install three (3) Remote Terminal Units in PCT Building #2 at Centennial TS (one for each DESN)

Telecom:

Three (3) DESNs on west side of Centennial TS

- Implement Local Area Network (LAN) in PCT Building #1 including router, switches, and satellite clock as required
- Install and integrate network equipment at Centennial TS and Buchanan TS to provide SCADA connectivity with Hydro One Control Center
- Install a single mode fiber optic cable from both Edgeware TS and the Demarcation Point to PCT Building #1 at Centennial TS including appropriate entrance structure
- Relocate existing OPGW fiber
- Connect CTMs to router(s) in PCT Building #1 at Centennial TS and Buchanan TS to enable teleprotection capability for supply circuits W44LC and W45LS

Three (3) DESNs on east side of Centennial TS

- Install a main and alternate single mode and multimode fiber optic cables between PCT Building #1 and PCT Building #2
- Install a single mode fiber optic cable from both Buchanan TS and the Demarcation Point to PCT Building #2 at Centennial TS
- Implement LAN in PCT Building #2 by extending the LAN from PCT Building #1
- Connect CTMs to router(s) in PCT Building #2 at Centennial TS and Buchanan TS to enable teleprotection capability for supply circuits M31W and M33W

Hydro One will obtain the following Land Rights for the Transformation Connection Pool Work¹:

Title to Lands Required: Yes (lands for Centennial TS)

Lands to be Acquired for Hydro One:

- All or a portion of the following: PT LT 13 CON 9 YARMOUTH AS IN E169669; T/W E169669; CITY OF ST. THOMAS, being PIN 35267-0206 (LT);

AND

- PART OF LOT 12 CON 9 YARMOUTH AS IN E313122, ABUTTING E LIMIT OF PART 2, 11R-4384; SUBJECT TO AN EASEMENT OVER PART 2, 11R-9733 IN FAVOUR OF PARTS 1 & 2, 11R-4384 AS IN CT115600; CITY OF ST. THOMAS, being PIN 35267-0211 (LT)

Closing Date: On or before [REDACTED]

Temporary Access Rights to Centennial TS Lands During Construction:

Once Hydro One’s contractor for the engineering, procurement and construction (“EPC”) of Centennial TS identifies the land to which it requires temporary access rights from the City of St. Thomas to be able to access the Centennial TS lands during construction, Hydro One will notify the Customer, in writing, of the description of the land to which it requires temporary access rights and the dates by which the EPC contract requires such rights in order for Hydro One to meet the Ready for Service Date (the “**Temporary Land Rights Notice**”). This Agreement shall be deemed to be amended to include the information in the Temporary Land Rights Notice in this portion of this Schedule “A”.

Part 2: Line Connection Pool Work

Hydro One will:

- Perform separate Environmental Assessments (EA) for the Edgeware-Centennial Line and the Buchanan-Centennial Line.

¹ Cross-reference: Section 24 of T&C and definition of Land Rights in Appendix A of the T&C.

- Design, procure and install approximately eight (8) lattice towers to enable tap of existing circuits W44LC and W45LS near Edgeware TS. Remove existing structure to enable the new tap arrangement.
- Design, procure and install the Edgeware-Centennial Line which includes the installation of approximately thirteen (13) lattice towers and approximately 2.3 km of new conductor, shieldwire and optical ground wire (OPGW).
- Design, procure and install lattice towers to enable tap of new circuits M31W and M33W near Buchanan TS. Remove existing structure to enable the new tap arrangement.
- Design, procure and install the Buchanan-Centennial Line which includes installing all lattice tower structures and stringing new conductor, shieldwire and OPGW.

Assumptions:

The following assumptions were used to develop the lines design:

- Radial supply circuits W44LC and W45LS of Edgeware TS can be moved to a bypass line
- There is no underground utility infrastructure that impedes the ability to install steel tower structures along the proposed route
- Soil is cohesive and favourable for installing auger footing for the steel tower structures
- City of St. Thomas will regularly inform Hydro One of development of the lands around the PowerCo Facility and the Customer's Facilities, e.g. roads, railway, underground utilities
- The final grading of the PowerCo Facility and the Customer's Facilities does not significantly impact the preliminary design of the transmission line tower structures, e.g. tower heights, footings
- All required easements for the Buchanan-Centennial Line can be obtained at fair market value and in a timely manner without the need for expropriation

Edgeware-Centennial Line Land Rights:

Hydro One will obtain the following Land Rights for the Edgeware-Centennial Line:

Easement(s) in Gross Required: Yes

Easement in Gross Lands:

All or a portion of:

- LT 10 RANGE 1 SOUTH OF EDGEWARE RD TWP. OF YARMOUTH DESIGNATED AS PART 2 ON PLAN 11R10419 SAVE AND EXCEPT PART 1 11R11107; CITY OF ST. THOMAS, as in PIN 35267-0311 (LT);
- PT LT 9 CON S EDGEWARE RD YARMOUTH AS IN E419087; ST. THOMAS, as in PIN 35267-0237 (LT);
- PT LT 9 CON S EDGEWARE RD YARMOUTH AS IN E375933; ST. THOMAS, as in PIN 35267-0238 (LT);
- PART LOT 9 RANGE 1 SOUTH OF EDGEWARE ROAD TOWNSHIP OF YARMOUTH DESIGNATED AS PARTS 1 AND 3 PLAN 11R10419; SUBJECT TO AN EASEMENT AS IN E358506; CITY OF ST. THOMAS, as in PIN 35267-0301 (LT);

- PT RDAL BTN CON 9 AND CON S EDGEWARE RD YARMOUTH; PT LT 11-12 CON 9 YARMOUTH PT 1 & 2 11R4384; T/W E350133; S/T INTEREST OF THE MUNICIPALITY; TOGETHER WITH AN EASEMENT OVER PART 3, 11R-4304, PARTS 2 & 3, 11R-9733 AS IN CT115600; CITY OF ST. THOMAS, as in PIN 35267-0219 (LT); AND
- PART OF LOT 12 CON 9 YARMOUTH AS IN E313122, ABUTTING E LIMIT OF PART 2, 11R-4384; SUBJECT TO AN EASEMENT OVER PART 2, 11R-9733 IN FAVOUR OF PARTS 1 & 2, 11R-4384 AS IN CT115600; CITY OF ST. THOMAS, as in PIN 35267-0211 (LT)

Easement in Gross Term: Perpetuity

Easement in Gross Date: On or before [REDACTED]

Buchanan-Centennial Line Land Rights:

Hydro One will notify the Customer, in writing, what land rights it needs to obtain from third party landowners for the Buchanan-Centennial Line upon completion of the route selection process including details as to the description of the land, the type of land right(s) required and the dates by which Hydro One requires them in order to be able to meet the Ready for Service Date (the “**Land Rights Notice**”). This Agreement shall be deemed to be amended to include the information in the Land Rights Notice in this portion of this Schedule “A”.

Part 3: Network Pool Allocated Work

Hydro One will:

Three (3) DESNs on west side of Centennial TS

- Upgrade line protection relay systems associated with circuits W44LC and/or W45LS as required at Buchanan TS, Chatham Switching Station (SS), Longwood TS, and Spence SS.

Three (3) DESNs on east side of Centennial TS

- Upgrade line protection relay systems associated with circuits M31W and/or M33W as required at Buchanan TS, and Middleport TS and Karn TS

Assumptions:

Hydro One’s scope of work does not include any requirement that would typically be identified by the IESO as being required for the Project by the IESO, including, but not limited to:

- Centennial TS being required to participate in a new/existing Remedial Action Scheme (RAS); and
- Undervoltage Load Shedding or Underfrequency Load Shedding required by IESO at Centennial TS.

Should any of the above items be required by the IESO in the SIA, these changes may impact project cost and schedule.

Part 4: Network Pool Work (Non-Recoverable from Customer)

None.

Part 5: Work Chargeable to Customer

None

Part 6: Scope Change

For the purposes of this Part 6 of Schedule “A”, the term “Non-Customer Initiated Scope Change(s)” means one or more changes that are required to be made to the Project Scope as detailed and documented in Parts 1 to 5 of this Schedule “A” as a result of any one or more of the following:

- any environmental assessment(s);
- requirement for Hydro One to obtain approval under Section 92 (leave to construct) of the Ontario Energy Board Act if the transmission line route selected by Hydro One is greater than 2 km in length;
- Hydro One having to expropriate property under the Ontario Energy Board Act;
- conditions included by the OEB in any approval issued by the OEB under Section 92 of the Ontario Energy Board Act or any approval issued by the OEB to expropriate under the Ontario Energy Board Act; and
- any IESO requirements identified in the System Impact Assessment or any revisions thereto.

Any change in the Project Scope as detailed and documented in this Schedule “A” whether they are initiated by the Customer (“**Customer Initiated Scope Changes**”) or are Non-Customer Initiated Scope Changes, may result in a change to the Project costs estimated in Schedule “C” of this Agreement and the Project schedule, including the Ready for Service Date.

All Customer Initiated Scope Changes to this Project must be made in writing to Hydro One. Hydro One will advise the Customer of any cost and schedule impacts of any Customer Initiated Scope Changes. Hydro One will not implement any Customer Initiated Scope Changes until written approval has been received from the Customer accepting the new pricing and schedule impact.

Hydro One will advise the Customer of any Material cost and/or Material schedule impacts of any Non-Customer Initiated Scope Changes. Hydro One will implement all Non-Customer Initiated Scope Changes until the estimate of the Engineering and Construction Cost of all of the Non-Customer Initiated Scope Changes reaches 10% of the total sum of the estimates of the Engineering and Construction Cost of:

- (i) the Transformation Connection Pool Work,
- (ii) the Line Connection Pool Work;
- (iii) Network Pool Work;
- (iv) Network Pool Allocated Work; and
- (v) The Work Chargeable to Customer.

At that point, no further Non-Customer Initiated Scope Changes may be made by Hydro One without the written consent of the Customer accepting new pricing and schedule impact. If the Customer does not accept the new pricing and schedule impact, Hydro One will not be responsible for any delay in the Ready for Service Date as a consequence thereof.

Schedule “B” (Centennial TS): Scope of Customer Connection Work

MISCELLANEOUS

Revenue Metering: IESO compliant revenue metering to be provided by the Customer.

GENERAL:

The Customer will:

- (a) enter into a Connection Agreement with Hydro One or where applicable, amend its existing Connection Agreement with Hydro One at least 14 days prior to the first Connection;
- (b) ensure that project data is provided to Hydro One in accordance with Subsection 3(e) of the T&C;
- (c) install metering facilities in accordance with the Market Rules;
- (d) provide a dedicated communication circuit for remote access to the metering equipment in accordance with the Market Rules;
- (e) provide a dedicated telephone line for direct communication between Hydro One’s Integrated System Operating Centre (“**Hydro One ISOC**”) operator and the real time contact to be listed in the Connection Agreement can be a toll free (1-800...) phone number which should go directly to the Customer’s real time contact and not an automated teleprompt/voice recording as it may require an immediate response from the Customer) and will provide round-the-clock monitoring and control of the Customer’s facilities;
- (f) ensure that the work to be performed by the Customer required for successful installation, testing and commissioning of protective, teleprotection, telecommunication and metering equipment is completed as required to enable Hydro One COVER verification to confirm satisfactory performance of such systems;
- (g) accept operating designations as assigned by Hydro One and install nameplates on the Customer’s equipment;
- (h) use operating designations on all operating agreements, telemetry and protection documents and any other agreements that refer to equipment designation; and
- (i) satisfy all other requirements specific to the Connection.

LAND RIGHTS REQUIRED TO BE PROVIDED BY CUSTOMER:³

None.

DOCUMENTATION REQUIREMENTS:

The Customer shall provide Hydro One with the items identified below by no later than one (1) month following the Execution Date:

1. Overall site layout
2. AutoCAD 2017 format Single line diagram
3. Protection and Teleprotection Philosophy Agreement with HONI
 - i. Use of fibre telecom between sites (Redundancy/Duplication and physical path diversity),
 - ii. use of line/feeder current differential protection for feeder protection,
 - iii. feeder “loopback connection” avoidance (“break before make” as load is restored after fault on main feeder or maintenance)

³ Cross-reference Section 24 of T&C and definition of Land Rights in Appendix A of the T&C

4. Operation Philosophy/ Description
5. Information regarding their selected Meter Service Provider including, but not limited to, metering design drawings
 - a. Customer can provide mountable 3m x 3m weatherproof regulation revenue metering cabinet (NEMA) to connect to CTPT combo unit secondary cabling.
6. 27.6kV cable conductor size and per phase count for each feeder
7. Cable transport design – duct or ducts design/cable arrangements to meet customer performance requirements (cross section, elevations and plan views covering from HONI property to cable pull vault/box set approximately 1.5m outside Centennial TS fence)
8. Recommended max length of cable pull before pullbox/vault installed.
9. CAD version of the required drawings when needed for coordination.
10. Construction Schedule

SCOPE DETAILS:

In addition to the meeting the requirements described above under General, Land Rights Required from Customer and Documentation Requirements, the Customer will:

- Design all 27.6 kV feeder egress to enter Centennial TS from the Northeast side of the Centennial TS station lands up to and including the connection to the 27.6 kV gantry structure at Centennial TS.
- Coordinate the design with Hydro One for all overhead 27.6 kV feeders, pull boxes and underground cable duct banks for the Customer's 27.6 kV cables that will egress from Centennial TS.
- Free issue to Hydro One all poles, conductors, and auxiliary equipment for the 27.6 kV egress feeders from Centennial TS 27.6 gantry structure to the Northeastern fence at Centennial TS.
- Free issue to Hydro One all 27.6kV cabling, and all accessories required for termination, on each cable to run through the Centennial TS underground ducts to the termination points on Hydro One's structure (Termination pad to connect pothead connectors of cables).
- All free issued 27.6 kV egress equipment should be provided to Hydro One by April 15, 2025 and delivered to temporary address at 9847 Yarmouth Centre Road. Delivery time to be coordinated with Hydro One's Project Manager.
- Secure warranties enforceable by Hydro One from the manufacturers of the equipment that the Customer is required to free issue to Hydro One under the terms of this Schedule "B".
- Design, procure materials for and install all 27.6 kV overhead feeder infrastructure outside of Centennial TS.
- Design, procure, and install all equipment required to complete the Customer's 27.6 kV utility buildings and distribution system within the Customer's Facilities lands.
- Install a galvanically separated ground grid for the Customer's Facilities. Hydro One will design its ground grid for Centennial TS assuming that the Customer has installed a galvanically separated ground grid for the Customer's Facilities.
- Bring fibers to the Centennial TS relay rooms for the feeder differential protection scheme.
- As feeder current differential protection will be implemented by Hydro One at Centennial TS using [REDACTED], install matching line current differential relays for the partner feeder protections covering the 27.6kV cables coming from Centennial TS.
- Provide SCADA telemetries directly to Hydro One's Integrated System Operating Centre (ISOC).

- Ensure that fiber optic cables running between Centennial TS and the Customer's station shall be via cable trenches up to 1m outside the Centennial TS station fence.

Schedule "C" (Centennial TS): Capital Contribution(s), Payment Schedule, Revenue Requirements Etc.

MISCELLANEOUS

Risk Classification: [REDACTED]

Points: Following the [REDACTED] anniversaries of the In Service Date.

Customer's HST Registration Number: [REDACTED]

Security Requirements: [REDACTED]

Existing Load Table: Not applicable

TRANSFORMATION CONNECTION POOL WORK

Estimate of the Engineering and Construction Cost of the Transformation Connection Pool Work: [REDACTED]

Estimate of Transformation Connection Pool Work Capital Contribution: [REDACTED] plus HST in the amount of [REDACTED]

Actual Engineering and Construction Cost of the Transformation Connection Pool Work: To be provided 180 days after the Ready for Service Date.

Actual Transformation Connection Pool Work Capital Contribution: To be provided 180 days after the Ready for Service Date.

LINE CONNECTION POOL WORK

Estimate of the Engineering and Construction Cost of the Line Connection Pool Work: [REDACTED]

Estimate of Line Connection Pool Work Capital Contribution: [REDACTED] plus HST in the amount of [REDACTED]

Actual Engineering and Construction Cost of the Line Connection Pool Work: To be provided 180 days after the Ready for Service Date.

Actual Line Connection Pool Work Capital Contribution: To be provided 180 days after the Ready for Service Date.

NETWORK POOL ALLOCATED WORK

Estimate of the Engineering and Construction Cost of the Network Pool Allocated Work: [REDACTED]

Estimate of the Network Pool Allocated Work Capital Contribution: [REDACTED]

Actual Engineering and Construction Cost of the Network Pool Allocated Work: To be provided 180 days after the Ready for Service Date.

Actual Network Pool Allocated Work Capital Contribution: To be provided 180 days after the Ready for Service Date.

NETWORK POOL WORK (NON-RECOVERABLE FROM CUSTOMER):

Not applicable

WORK CHARGEABLE TO CUSTOMER

Not applicable

MANNER OF PAYMENT OF THE ESTIMATE OF CAPITAL CONTRIBUTIONS AND WORK CHARGEABLE TO CUSTOMER

The Customer shall pay Hydro One the estimate of the Transformation Connection Pool Work Capital Contribution, the Estimate of Line Connection Pool Work Capital Contribution, the estimate of the Network Pool Allocated Work Capital Contribution and the estimate of the Engineering and Construction Cost of the Work Chargeable to Customer by making the payments specified below on or before the Payment Milestone or Payment Date specified below. Other than for payments made prior to or due upon execution of this Agreement by the Customer, Hydro One will invoice the Customer 30 days prior to each Payment Milestone or Payment Date with each invoice to include the applicable HST.

Payment Milestone or Date	Transformation Pool Work Capital Contribution	Line Pool Work Capital Contribution	Network Pool Allocated Work Capital Contribution	Work Chargeable To Customer	Total Payment Required
CCEA Payment					
Pre-CCRA Work Payment					
CCRA Payment					

*Invoice to be delivered by Hydro One within 30 days of the execution of the CCRA.

TRANSFORMATION CONNECTION REVENUE REQUIREMENTS AND LOAD FORECAST AT THE NEW OR MODIFIED CONNECTION FACILITIES

Annual Period Ending On:	New Load** (MW)	Part of New Load (MW) Exceeding Normal Capacity of Existing Load Facilities [A] <small>(Note A)</small>	Adjusted Load Forecast (MW) [B]	Transformation Connection Revenue (k\$) for True-Up, based on [A] or [B], whichever is applicable
1 st Anniversary of In Service Date				
2 nd Anniversary of In Service Date				
3 rd Anniversary of In Service Date				
4 th Anniversary of In Service Date				
5 th Anniversary of In Service Date				
6 th Anniversary of In Service Date				
7 th Anniversary of In Service Date				
8 th Anniversary of In Service Date				
9 th Anniversary of In Service Date				
10 th Anniversary of In Service Date				
11 th Anniversary of In Service Date				
12 th Anniversary of In Service Date				
13 th Anniversary of In Service Date				
14 th Anniversary of In Service Date				
15 th Anniversary of In Service Date				

**LINE CONNECTION REVENUE REQUIREMENTS
AND LOAD FORECAST AT THE NEW OR MODIFIED CONNECTION FACILITIES**

Annual Period Ending On:	New Load** (MW)	Part of New Load (MW) Exceeding Normal Capacity of Existing Load Facilities [A] (Note A)	Adjusted Load Forecast (MW) [B]	Line Connection Revenue (k\$) for True-Up based on [A] or [B], whichever is applicable
1 st Anniversary of In Service Date				
2 nd Anniversary of In Service Date				
3 rd Anniversary of In Service Date				
4 th Anniversary of In Service Date				
5 th Anniversary of In Service Date				
6 th Anniversary of In Service Date				
7 th Anniversary of In Service Date				
8 th Anniversary of In Service Date				
9 th Anniversary of In Service Date				
10 th Anniversary of In Service Date				
11 th Anniversary of In Service Date				
12 th Anniversary of In Service Date				
13 th Anniversary of In Service Date				
14 th Anniversary of In Service Date				
15 th Anniversary of In Service Date				

**NETWORK REVENUE REQUIREMENTS AND LOAD FORECAST
AT THE NEW OR MODIFIED CONNECTION FACILITIES**

Annual Period Ending On:	New Load** (MW)	Part of New Load (MW) Exceeding Normal Capacity of Existing Load Facilities [A] (Note A)	Adjusted Load Forecast (MW) [B]	Network Revenue (k\$) for True-Up based on [A] or [B], whichever is applicable
1 st Anniversary of In Service Date				
2 nd Anniversary of In Service Date				
3 rd Anniversary of In Service Date				
4 th Anniversary of In Service Date				
5 th Anniversary of In Service Date				
6 th Anniversary of In Service Date				
7 th Anniversary of In Service Date				
8 th Anniversary of In Service Date				
9 th Anniversary of In Service Date				
10 th Anniversary of In Service Date				
11 th Anniversary of In Service Date				
12 th Anniversary of In Service Date				
13 th Anniversary of In Service Date				
14 th Anniversary of In Service Date				
15 th Anniversary of In Service Date				

Notes Applicable to All of the Above Revenue Requirements Tables:

^A New Load is based on Customer’s Load Forecast which includes Part of New Load Exceeding Normal Capacity of Existing Load Facilities. “Overload” is derived in accordance with Section 11.2.8 of the Transmission System Code and the OEB-Approved Connection Procedures. Any Customer load below the Normal Capacity of the Existing Load Facilities transferred to the New or Modified Facilities will not be credited towards the Transformation Connection Revenue Requirements, Line Connection Revenue Requirements or the Network Connection Revenue Requirements. The discounted cash flow calculation for Network Revenue requirements will be based on Incremental Network Load which is New Load less the amount of load, if any, that has been by-passed by the Customer at any of Hydro One’s connection facilities.

Schedule "D": Sample Cost Report

PROJECT STATUS REPORT - 2022 Q1

Project:
Customer:

Project Description

PROJECT STATUS

SCHEDULE : ON TRACK

FORECASTED COST : #####

Project Costs

Forecasted Cost

\$X,XXXK

XX%

Cost Component	Budget/Estimate	Actual To Date*	Forecast†
Project Management			
Engineering			
Procurement			
Construction			
Commissioning			
Other**			
Total	\$ 0	\$ 0	\$ 0

*Actual costs spent as of September 30, 2021.
**Other costs include overhead, contingency, and interest as applicable.

Customer Capital Contributions excl. HST	\$ 0
Forecast of Required Customer Capital Contributions excl. HST	\$ 0
Forecast of Additional Contribution (or Refund) excl. HST	\$ 0

Project Schedule

Project Start

16-Nov-18

●

Engineering Start

16-Nov-18

1

Construction Start

16-Nov-18

2

Ready for Service

16-Dec-25

●

Today +

Additional Notes

Threats, Risks, and Scope Changes

Account Executive

Project Manager

†Forecasted costs are a projection of the actual Engineering and Construction Cost of the Work Chargeable to Customer and are subject to change due to internal resource bundling, scheduling, delays in third party invoicing for equipment, materials and services, and other factors. Because of the foregoing, upon Project completion, the customer will pay Hydro One's actual Engineering and Construction Cost (plus applicable Taxes) of the Work Chargeable to Customer in accordance with the terms of the Simplified Customer Connection Cost Recovery Agreement.

CONFIDENTIAL | HYDRO ONE NETWORKS INC
Date: 1/6/2022

1. Each party represents and warrants to the other that:

- (a) it is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);
- (b) it has all the necessary corporate power, authority and capacity to enter into the Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of the Agreement by it has been duly authorized by all necessary corporate and/or governmental and/or other organizational action and does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation, a breach or a default under or give rise to termination, greater rights or increased costs, amendment or cancellation or the acceleration of any obligation under (i) its charter or by-law instruments; (ii) any Material contracts or instruments to which it is bound; or (iii) any laws applicable to it;
- (d) any individual executing this Agreement, and any document in connection herewith, on its behalf has been duly authorized by it to execute this Agreement and has the full power and authority to bind it;
- (e) the Agreement constitutes a legal and binding obligation on it, enforceable against it in accordance with its terms;
- (f) it is registered for purposes of Part IX of the *Excise Tax Act* (Canada). The HST registration number for Hydro One is [REDACTED] and the HST registration number for the Customer is as specified in Schedule “C” of the Agreement; and
- (g) no proceedings have been instituted by or against it with respect to bankruptcy, insolvency, liquidation or dissolution.

Part A: Hydro One Connection Work and Customer Connection Work

2. The Customer and Hydro One shall perform their respective obligations outlined in the Agreement in a manner consistent with Good Utility Practice and the Transmission System Code, in compliance with all Applicable Laws, and using duly qualified and experienced people.

3. The parties acknowledge and agree that:

- (a) Hydro One is responsible for obtaining any and all permits, certificates, reviews and approvals required under any Applicable Laws with respect to the Hydro One Connection Work and those required

for the construction, Connection and operation of the New or Modified Connection Facilities;

- (b) the Customer shall perform the Customer Connection Work, at its own expense;

(c) except as specifically provided in the Agreement, the Customer is responsible for obtaining any and all permits, certificates, reviews and approvals required under any Applicable Laws with respect to the Customer Connection Work and those required for the construction, Connection and operation of the Customer’s Facilities including, but not limited to, where applicable, leave to construct pursuant to Section 92 of the *Ontario Energy Board Act, 1998*;

(d) the Customer is responsible for installing equipment and facilities such as protection and control equipment to protect its own property, including, but not limited to the Customer’s Facilities;

(e) in accordance with Hydro One’s rights under section 6.1.11 of the Transmission System Code, the Customer shall provide Hydro One with Project data required by Hydro One, including, but not limited to (i) the same technical information that the Customer provided the IESO during any connection assessment and facility registration process associated with the Customer’s Facilities in the form outlined in the applicable sections of the IESO’s public website and (ii) technical specifications (including electrical drawings) for the Customer’s Facilities;

(f) in accordance with section 4.3.3 and 4.3.4 of the Transmission System Code, Hydro One may participate in the commissioning, inspection or testing of the Customer’s Connection Facilities at a time that is mutually agreed by Hydro One and the Customer and the Customer shall ensure that the work performed by the Customer and others required for successful commissioning, inspection or testing of protective equipment is completed as required to enable Hydro One witnessing and testing to confirm satisfactory performance of such systems;

(g) unless otherwise provided herein, Hydro One’s responsibilities under the Agreement with respect to the Connection of the New or Modified Connection Facilities to Hydro One’s transmission system shall be limited to the performance of the Hydro One Connection Work;

(h) Hydro One is not permitted to Connect any new, modified or replacement Customer's Facilities unless any required Connection authorizations, certificate of inspection or other applicable approval have been issued or given by the Ontario Electrical Safety Authority in relation to such facilities;

(j) in accordance with section 6.1.11 of the Transmission System Code, Hydro One may require that the Customer provide Hydro One with test certificates certifying that the Customer's Facilities have passed all relevant tests and comply with the Transmission System Code, the Market Rules, Good Utility Practice, the standards of all applicable reliability organizations and any Applicable Laws, including, but not limited to any certificates of inspection that may be required by the Ontario Electrical Safety Authority;

(j) in accordance with section 4.3.2 of the Transmission System Code, Hydro One shall provide the Customer with such technical parameters as may be required to assist the Customer in ensuring that the design of the Customer's Facilities is consistent with the requirements applicable to Hydro One's transmission system and the basic general performance standards for facilities set out in the Transmission System Code, including Appendix 2 thereof; and

(k) if Hydro One requires access to the Customer's Facilities for the purposes of performing the Hydro One Connection Work or the Customer requires access to Hydro One's Facilities for the purposes of the Customer Connection Work, the parties agree that Section 27.13 of the Connection Agreement shall govern such access and is hereby incorporated in its entirety by reference into and forms an integral part of the Agreement. All references to "this Agreement" in Section 27.13 of the Connection Agreement shall be deemed to be a reference to the Agreement;

(l) the Customer shall enter into a Connection Agreement with Hydro One or amend its existing Connection Agreement with Hydro One at least 14 calendar days prior to the Connection;

(m) Hydro One shall use reasonable efforts to ensure that any applications required to be filed to obtain any permits or approvals required under Applicable Laws for the Hydro One Connection Work are filed in a timely manner; and

(n) the Customer shall use reasonable efforts to ensure that any applications required to be filed to obtain any permits or approvals required under Applicable Laws for the Customer Connection Work or for the construction, Connection and operation of the Customer's Facilities are filed in a timely manner.

4. The following aspects of the Hydro One Connection Work and Hydro One's rights and requirements hereunder are solely for the purpose of Hydro One ensuring that the Customer Facilities to be connected to Hydro One's transmission system do not materially reduce or adversely affect the reliability of Hydro One's transmission system and do not adversely affect other customers connected to Hydro One's transmission system, Hydro One's:

- (a) specifications of the protection equipment on the Customer's side of the Connection Point;
- (b) acceptance of power system components on the Customer's side of the Connection Point;
- (c) acceptance of the technical specifications (including electrical drawings) for the Customer's Facilities and/or the Customer Connection Work; and
- (d) participation in the commissioning, inspection or testing of the Customer's Facilities.

The Customer is responsible for installing equipment and facilities such as protection and control equipment to protect its own property, including, but not limited to the Customer's Facilities.

5. Hydro One shall use reasonable efforts to complete the Hydro One Connection Work by the Ready for Service Date specified in Schedule "A" provided that:

- (a) the Customer is in compliance with its obligations under the Agreement;
- (b) any work required to be performed by third parties has been performed in a timely manner and in a manner to the satisfaction of Hydro One, acting reasonably;
- (c) there are no delays resulting from Hydro One not being able to obtain outages from the IESO required for any portion of the Hydro One Connection Work or from the IESO making changes to the Hydro One Connection Work or the scheduling of all or a portion of the Hydro One Connection Work;
- (d) Hydro One does not have to use its employees, agents and contractors performing the Hydro

One Connection Work or the Network Pool Work elsewhere on its transmission system or distribution system due to an Emergency (as that term is defined in the *Transmission System Code*) or a Force Majeure Event;

- (e) Hydro One is able to obtain the materials and labour required to perform the Hydro One Connection Work with the expenditure of Premium Costs where required;
- (f) where Hydro One needs to obtain leave to construct pursuant to Section 92 of the *Ontario Energy Board Act, 1998*, such leave is obtained on or before the date specified as the Approval Date in Schedule “A” of the Agreement;
- (g) Hydro One has received or obtained prior to the dates upon which Hydro One requires any or one or more of the following under Applicable Laws to perform all or any part of the Hydro One Connection Work:
 - (i) environmental approvals, permits or certificates;
 - (ii) land use permits from the Crown; and
 - (iii) building permits and site plan approvals;
- (h) Hydro One is able, using reasonable efforts, to obtain all Land Rights to be obtained for the Project (as identified in Schedule “A” and/or “B” of the Agreement) on terms substantially similar to the forms of the Land Rights attached as schedules to and forming part of the Agreement, prior to the dates upon which Hydro One needs to commence construction of the Hydro One Connection Work in order to meet the Ready for Service Date;
- (i) there are no delays resulting from Hydro One being unable to obtain materials or equipment required from suppliers in time to meet the project schedule for any portion of the Hydro One Connection Work provided that such delays are beyond the reasonable control Hydro One; and
- (j) the Customer executed the Agreement on or before the date specified as the Execution Date.

The Customer acknowledges and agrees that the Ready for Service Date may be materially affected by difficulties with obtaining or the inability to obtain all necessary land rights and/or environmental approvals, permits or certificates.

- 6. Upon completion of the Hydro One Connection Work:
 - (a) Hydro One shall own, operate and maintain all equipment specified in Schedule “A” of the Agreement under the heading “Ownership”; and

- (b) other than equipment referred to in (a) above that shall be owned, operated and maintained by Hydro One, all other equipment provided by Hydro One as part of the Hydro One Connection Work or provided by the Customer as part of the Customer Connection Work shall be owned, operated and maintained by the Customer.

The Customer acknowledges that:

- (i) ownership and title to the equipment referred to in (a) above shall throughout the Term and thereafter remain vested in Hydro One and the Customer shall have no right of property therein; and
- (ii) any portion of the equipment referred to in (a) above that is located on the Customer’s property shall be and remain the property of Hydro One and shall not be or become fixtures and/or part of the Customer’s property.

7. The Customer acknowledges and agrees that Hydro One is not responsible for the provision of power system components on the Customer’s Facilities, including, without limitation, all transformation, switching, metering and auxiliary equipment such as protection and control equipment.

All of the power system components on the Customer’s side of the Connection Point including, without limitation, all transformation, switching and auxiliary equipment such as protection and control equipment shall be subject to the acceptance of Hydro One with regard to Hydro One’s requirements to permit Connection of the New or Modified Connection Facilities to Hydro One’s transmission system, and shall be installed, maintained and operated in accordance with all Applicable Laws, codes and standards, including, but not limited to, the *Transmission System Code*, at the expense of the Customer.

8. Where Hydro One has equipment for automatic reclosing of circuit breakers after an interruption for the purpose of improving the continuity of supply, it shall be the obligation of the Customer to provide adequate protective equipment for the Customer’s facilities that might be adversely affected by the operation of such reclosing equipment. The Customer shall provide such equipment as may be required from time to time by Hydro One for the prompt disconnection of any of the Customer’s apparatus that might affect the proper functioning of Hydro One’s reclosing

equipment.

9. The Customer shall provide Hydro One with copies of the documentation specified in Schedule “B” of the Agreement under the heading “Documentation Required”, acceptable to Hydro One, within 120 calendar days after the Ready for Service Date. The Customer shall ensure that Hydro One may retain this documentation for Hydro One’s ongoing planning, system design, and operating review. The Customer shall also maintain and revise such documentation to reflect changes to the Customer’s Facilities and provide copies to Hydro One on demand and as specified in the Connection Agreement.

Part B: Transformation Connection Pool Work and/or Line Connection Pool Work and/or Network Customer Allocated Work

10.1 To the extent that the Pool Funded Cost of the Hydro One Connection Work is not recoverable by Transformation Connection Revenue for the Transformation Connection Pool Work and/or Line Connection Revenue for the Line Connection Pool Work and/or Network Revenue for the Network Customer Allocated Work during the Economic Evaluation Period, the Customer agrees to pay Hydro One a Capital Contribution towards the Pool Funded Cost of the Transformation Connection Pool Work and/or a Capital Contribution towards the Pool Funded Cost of the Line Connection Pool Work and/or a Capital Contribution towards the Pool Funded Cost of the Network Customer Allocated Work and any amounts payable to Hydro One under Subsection 12 (a) (i) hereof.

An estimate of the Engineering and Construction Cost (not including Taxes) of the Transformation Connection Pool Work and/or Line Connection Pool Work and/or Network Customer Allocated Work is provided in Schedule “C” of the Agreement.

An estimate of the Capital Contribution for each of the Transformation Connection Pool Work, the Line Connection Pool Work and the Network Customer Allocated Work is specified in Schedule “C” of the Agreement (plus Taxes). The Customer shall pay Hydro One the estimated Capital Contribution(s) in the manner specified in Schedule “C” of the Agreement.

Within 180 calendar days after the Ready for Service Date, Hydro One shall provide the Customer with a cost breakdown substantially in the

form of the cost breakdown shown in the form of Monthly Cost Report attached to Agreement as Schedule “D” together with a new Schedule “C” to replace Schedule “C” of the Agreement attached hereto which shall identify the following:

- (a) the actual Engineering and Construction Cost of the Transformation Connection Pool Work;
- (b) the actual Engineering and Construction Cost of the Line Connection Pool Work;
- (c) the actual Engineering and Construction Cost of the Network Customer Allocated Work;
- (d) the actual Engineering and Construction Cost of the Work Chargeable to Customer;
- (e) the actual Capital Contribution required to be paid by the Customer for each of the Transformation Connection Pool Work, the Line Connection Pool Work and the Network Customer Allocated Work; and
- (f) the revised Transformation Connection Revenue and/or Line Connection Revenue requirements and/or Network Revenue requirements based on the Load Forecast or the Adjusted Load Forecast, whichever is applicable.

The new Schedule “C” shall be made a part hereof as though it had been originally incorporated into the Agreement.

If an estimate of a Capital Contribution paid by the Customer exceeds the actual Capital Contribution required to be paid by the Customer for any or all of the Transformation Connection Pool Work, the Line Connection Pool Work and the Network Customer Allocated Work, Hydro One shall refund the difference to the Customer (plus Taxes) within 30 days following the issuing of the new Schedule “C”. If the estimate of a Capital Contribution paid by the Customer is less than the actual Capital Contribution required to be paid by the Customer for any or all of the Transformation Connection Pool Work, the Line Connection Pool Work and the Network Customer Allocated Work, the Customer shall pay Hydro One the difference (plus Taxes) within 30 days following the issuing of the new Schedule “C”.

10.2 Hydro One shall not include the following amounts in the Capital Contributions referenced in Section 10.1, any capital contribution for:

- (a) a Connection Facility that was otherwise planned by Hydro One except for advancement costs; or

- (b) capacity added to a Connection Facility in anticipation of future load growth not attributable to the Customer.

10.3 Should Hydro One require the Customer to make a Capital Contribution towards Network Pool Work, Hydro One shall not, without the prior written consent of the Customer, refuse to commence or diligently perform the Network Pool Work pending direction from the OEB under section 6.3.5 of the *Transmission System Code* provided that the Customer provides Hydro One with a security deposit in accordance with Section 20 of these Standard Terms and Conditions.

Until such time as Hydro One has actually begun to perform the Network Pool Work, the Customer may request, in writing, that Hydro One not perform the Network Pool Work and Hydro One shall promptly return to the Customer any outstanding security deposit related to the Network Pool Work.

10.4 If the Customer has made a Capital Contribution under Section 10.1 hereof for the construction or modification of a Hydro One-owned Connection Facility other than an enabler facility and where this Capital Contribution includes the cost of capacity on the Connection Facility in excess of the Customer's needs, Hydro One shall provide the Customer with a refund, calculated in accordance with Section 6.3.17A of the *Transmission System Code* if that capacity is assigned to another Load Customer within fifteen (15) years of the In Service Date of the Connection Facility.

11. Hydro One shall perform a True-Up, based on Actual Load:

- (a) at the True-Up Points specified in Schedule "C" of the Agreement; and
- (b) the time of disconnection where the Customer voluntarily and permanently disconnects the Customer's Facilities from Hydro One's transmission facilities and the prior to the final True-Up Point identified in (a) above.

For True-Up purposes, if the Customer does not pay a Capital Contribution, Hydro One shall provide the Customer with an Adjusted Load Forecast.

Hydro One shall perform True-Ups in a timely manner. Within 30 calendar days following completion of each of the True-Ups referred to in 11(a), Hydro One shall provide the Customer with the results of the True-Up.

12(a) If the result of a True-Up performed in accordance with Section 11 above is that the Actual Load and Updated Load Forecast is:

- (i) less than the load in the Load Forecast or the Adjusted Load Forecast, whichever is applicable, and therefore does not generate the forecasted Transformation Connection Revenue and/or Line Connection Revenue and/or Network Revenue required for the Economic Evaluation Period, the Customer shall pay Hydro One an amount equal to the shortfall adjusted to reflect the time value of money within 30 days after the date of Hydro One's invoice therefor; and
- (ii) more than the load in the Load Forecast or the Adjusted Load Forecast, whichever is applicable, and therefore generates more than the forecasted Transformation Connection Revenue and/or Line Connection Revenue and/or Network Revenue required for the Economic Evaluation Period, Hydro One shall post the excess Transformation Connection Revenue and/or Line Connection Revenue and/or Network Revenue as a credit to the Customer in a notional account. Hydro One shall apply this credit against any shortfall in subsequent True-Up calculations. Where the Customer paid a Capital Contribution in accordance with Section 10.1 hereof, Hydro One shall rebate the Customer an amount that is the lesser of the credit balance in the notional account adjusted to reflect the time value of money, and the Capital Contribution adjusted to reflect the time value of money by no later than 30 days following the final True-Up calculation.

12(b) All adjustments to reflect the time value of money to be performed under Subsection 12(a) above shall be performed in accordance with the OEB-Approved Connection Procedures. As of the date of this Agreement, the time value of money is determined using Hydro One's after-tax cost of capital as used in the original economic evaluation performed in accordance with the requirements of the *Transmission System Code*.

13.1 With respect to the installation of embedded generation (as determined in accordance with Section 11.1 of the *Transmission System Code*) during the applicable True-Up period Hydro One shall comply with the requirements of Section 6.5.8 of the *Transmission System Code* when carrying out True-Up calculations if the Customer is a Distributor or the requirements of Section 6.5.9 of

the Transmission System Code when carrying out True-Up calculations if the Customer is a Load Customer other than a Distributor.

13.2 With respect to energy conservation, energy efficiency, load management or renewable energy activities that occurred during the applicable True-Up period Hydro One shall comply with the requirements of Section 6.5.10 of the *Transmission System Code* when carrying out True-Up calculations provided that the Customer demonstrates to the reasonable satisfaction of Hydro One (such as by means of an energy study or audit) that the amount of any reduction in the Customer's load has resulted from energy conservation, energy efficiency, load management or renewable energy activities that occurred during the applicable True-Up period.

14. Hydro One shall provide the Customer with all information pertaining to the calculation of all Engineering and Construction Costs, Capital Contributions and True-Ups that the Customer is entitled to receive in accordance with the requirements of the *Transmission System Code*.

Part C: Work Chargeable to Customer, Network Pool Work and Premium Costs

15.1 The Customer shall pay Hydro One's Engineering and Construction Cost (plus Taxes) of the Hydro One Connection Work described as Work Chargeable to Customer in Schedule "A" of the Agreement which is estimated to be the amounts specified in Schedule "C" of the Agreement in the manner specified in Schedule "C" of the Agreement.

Hydro One shall identify the actual Engineering and Construction Cost of the Work Chargeable to Customer in the revised Schedule "B" provided to the Customer in accordance with Section 10.1 of this Agreement. Any difference between the Engineering and Construction Cost of the Work Chargeable to Customer (plus Taxes) and the amount already paid by the Customer shall be paid within 30 days after the issuance of the revised Schedule "B" by:

- (a) Hydro One to the Customer, if the amount already paid by the Customer exceeds the Engineering and Construction Cost of the Work Chargeable to Customer (plus Taxes); or
- (b) the Customer to Hydro One, if the amount already paid by the Customer is less than the

Engineering and Construction Cost of the Work Chargeable to Customer (plus Taxes).

15.2 Subject to Sections 10.3 and 18 hereof, Hydro One shall perform the Hydro One Connection Work described as Network Pool Work in Part 3 of Schedule "A" of the Agreement at Hydro One's sole expense.

16. As the Project is schedule-driven and as the estimated costs specified in Schedule "B" of the Agreement are based upon normal timelines for delivery of material and performance of work, in addition to the amounts that the Customer is required to pay pursuant to Section 10.1 and 15.1 above, the Customer agrees to pay Hydro One's Premium Costs if the Customer causes or contributes to any delays, including, but not limited to, the Customer failing to execute the Agreement by the Execution Date specified in Schedule "A" of the Agreement.

Hydro One shall obtain the Customer's approval prior to Hydro One authorizing the purchase of materials or the performance of work that attracts Premium Costs. The Customer acknowledges that its failure to approve an expenditure of Premium Costs may result in further delays and Hydro One shall not be liable to the Customer as a result thereof. Hydro One shall invoice the Customer for expenditures of Premium Costs approved by the Customer within 180 calendar days after the Ready for Service Date.

Part D: Right of Customer to By-Pass Existing Load Facilities

17.1 Obligation to Notify Hydro One of Customer's Intent to Bypass an Existing Load Facility: If the Customer chooses to exercise its rights under the *Transmission System Code* and the Agreement to bypass the Existing Load Facility, the Customer shall notify Hydro One, in writing, in accordance with the requirements of Schedule J of the Connection Agreement prior to transferring load from the Existing Load Facility. Upon receiving the notice, Hydro One will proceed in accordance with Section 11.2.2 of the *Transmission System Code* and the applicable terms of the Connection Agreement.

17.2 Hydro One has not received a Notice of Customer Intent to Bypass an Existing Load Facility and Customer has Transferred Existing Load: Where Hydro One determines that the Customer has transferred load from the Existing

Load Facility without notifying Hydro One in accordance with the requirements of Schedule J of the Connection Agreement, Hydro One will notify the Customer, all other load customers served by the connection facility and the OEB of a potential by-pass situation in accordance with the OEB-Approved Connection Procedures and its obligations in Section 11.2.2 of the Code and the applicable terms of the Connection Agreement. If the Customer does not intend to by-pass the Existing Load Facility, the Customer must, in accordance with the OEB-Approved Connection Procedures:

- (a) notify Hydro One and the OEB within 30 days of receiving Hydro One's notification of potential by-pass, that it has no intention of by-passing Hydro One's Existing Load Facility;
- (b) transfer the load back to the Existing Load Facility within an agreed time period; and
- (c) compensate Hydro One for the lost revenues.

17.3 The Customer agrees that Sections 17.1 and 17.2 above shall also be terms of the Connection Agreement.

Part E: Cancellation or Termination of Project and Early Termination of Agreement for Breach

18. Notwithstanding any other term of the Agreement, if at any time prior to the In-Service Date, the Project is cancelled or the Agreement is terminated for any reason whatsoever other than breach of the Agreement by Hydro One, the Customer shall pay Hydro One's Engineering and Construction Cost (plus Taxes) of the Line Connection Pool Work, the Transformation Connection Pool Work, the Network Pool Work, the Network Customer Allocated Work and the Work Chargeable to Customer incurred on and prior to the date that the Project is cancelled or the Agreement is terminated, including the preliminary design costs and all costs associated with the winding up of the Project, including, but not limited to, storage costs, vendor cancellation costs, facility removal expenses and any environmental remediation costs (the "**Cancellation/ Termination Costs**").

If the Customer provides written notice to Hydro One that it is cancelling the Project, Hydro One shall have 10 Business Days to provide written notice to the Customer listing the individual items listed as materials which it agrees to purchase. Hydro One shall deduct the actual cost of those individual items of materials being purchased by Hydro One from the Engineering and Construction Costs referred to above.

If Hydro One does not require all or part of the materials, the Customer may exercise any of the following options or a combination thereof:

- (a) where materials have been ordered but all or part of the materials have not been received by Hydro One, the Customer shall have the right to require Hydro One, at the Customer's sole expense, to continue with the purchase of the materials and transfer title to those materials on an "as is, where is basis" to the Customer upon the Customer paying Hydro One's Engineering and Construction Costs (plus Taxes) provided that the Customer exercises this option within 15 Business Days of the termination or cancellation; or
- (b) where all or part of the materials have been received by Hydro One but have not been installed, the Customer shall have the right to require Hydro One, at the Customer's sole expense, to transfer title to the materials on an "as is, where is basis" to the Customer upon the Customer paying Hydro One's Engineering and Construction Costs (plus Taxes) provided that the Customer exercises this option within 15 Business Days of the termination or cancellation. The Customer shall also be responsible for any warehousing costs associated with the storage of the materials to the date of transfer; or
- (c) where all or part of the materials have been received by Hydro One and have been installed, the Customer shall have the right to require Hydro One, at the Customer's sole expense, to: transfer title to the materials on an "as is, where is basis" to the Customer upon the later of (A) the Customer paying Hydro One's Engineering and Construction Costs (plus Taxes); and (B) the date that Hydro One removes the materials from its property at the risk of the Customer; provided that the Customer exercises this option within 15 Business Days of the termination or cancellation. The Customer shall also be responsible for any Engineering and Construction Costs (plus Taxes) associated with the removal of the materials that have been installed by Hydro One.

Hydro One shall provide the Customer with an invoice for the Cancellation/Termination Costs payable under this Section 18 together with a cost breakdown of the Termination/Cancellation Costs substantially in the form of the cost breakdown shown in the form of Monthly Cost Report attached

to the Agreement as Schedule “D”.

Part F: Sale, Lease, Transfer or Other Disposition of Customer’s Facilities

19. In the event that the Customer sells, leases or otherwise transfers or disposes of the Customer’s Facilities to a third party during the Term of the Agreement, the Customer shall cause the purchaser, lessee or other third party to whom the Customer’s Facilities are transferred or disposed to enter into an assumption agreement with Hydro One to assume all of the Customer’s obligations in the Agreement; and notwithstanding such assumption agreement unless Hydro One agrees otherwise, in writing, the Customer shall remain obligated under Sections 10.1, 12, 15.1 and 16 hereof. The Customer further acknowledges and agrees that in the event that all or a portion of the Customer’s Facilities are shut down, abandoned or vacated for any period of time during the Term of the Agreement, the Customer shall remain obligated under Sections 10.1, 12, 15.1 and 16 for the said time period.

Part G: Security Requirements

20. If Hydro One requires that the Customer furnish security, which at the Customer’s option may be in the form of cash (by way of a certified cheque, bank draft or wire transfer), a Letter of Credit in a form acceptable to Hydro One or a Surety Bond in a form acceptable to Hydro One, the Customer shall furnish such security in the amount and by the dates specified in Schedule “C” of the Agreement.

A Security Deposit provided in the form of a letter of credit or a surety bond shall not expire prior to the Security Date specified in Schedule “C.” If a letter of credit or surety bond has an earlier expiry date, Hydro One may draw down on the letter of credit or surety bond not more than 60 days prior to the expiry date and treat the amount drawn as a cash deposit.

Hydro One shall return the security deposit to the Customer as follows:

- (a) security deposits in the form of cash shall be returned to the Customer, together with Interest, less the amount of any Capital Contribution owed by the Customer once the Customer’s Facilities are connected to Hydro One’s New or Modified Connection Facilities; and
- (b) security deposits in any other form shall be returned to the Customer once the Customer’s Facilities are connected to Hydro One’s New or

Modified Connection Facilities and any Capital Contribution has been paid under Section 10.1 hereof.

Notwithstanding the foregoing, Hydro One may keep all or a part of the security deposit: (a) where and to the extent that the Customer fails to pay any amount due under the Agreement within the time stipulated for payment; or (b) in the circumstances described in the OEB-Approved Connection Procedures.

Part H: Disputes

21. All disputes, including, but not limited to, disputes related to:

- (a) the cost and the allocation of the costs under this Agreement;
- (b) the cost and the allocation of costs of the Hydro One Connection Work and notwithstanding Hydro One’s decision not to allocate or to allocate any part of the costs of this work to the Customer at this time; or
- (c) any other costs and the allocation of any other costs associated with, related to, or arising out of the connection of the Project to Hydro One’s transmission system or Hydro One’s policies in respect of connections generally,

shall be dealt with in accordance with the dispute resolution procedure set out in the OEB-Approved Connection Procedures.

22. In accordance with Section 12.1.3 of the Transmission System Code, if a dispute arises while a transmitter is constructing New or Modified Connection Facilities, the transmitter shall not cease work or slow the pace of work without leave of the Board.

23. Hydro One shall refund to the Customer or the Customer shall pay to Hydro One any portion of Capital Contributions, as the case may be, which the OEB subsequently determines should not have been allocated to the Customer or should have been allocated to the Customer by Hydro One but were not, as the case may be, or should have been allocated in a manner different from that allocated by Hydro One in this Agreement. This obligation shall survive the termination of this Agreement.

Part I: Land Rights

24. Any Land Rights required by Hydro One for the Hydro One Connection Work are identified in Schedule “A” of the Agreement (if the Land Rights

are to be obtained from third parties) and specified in Schedule “B” of the Agreement (where Hydro One requires Land Rights from the Customer). The acquisition of Land Rights includes acquiring the Land Rights and any approvals related thereto (e.g. municipal consents for access and access or entry permits).

With respect to the acquisition of Land Rights, including, the addition of lands to Hydro One’s Provincial Master Land Use Permit, the Engineering and Construction Cost of same includes, but is not limited to, the purchase (price), easements/lease/licence costs along with any associated costs such as the cost of performing appraisals, surveys, submitting applications, licence and review fees, legal and land disbursement closing costs and the cost of any special studies that might arise in the calculation of compensation in respect of the land rights (i.e. aggregate).

The Customer acknowledges and agrees that Hydro One shall only compensate third parties for Land Rights on commercially reasonable terms that are consistent with Hydro One’s land acquisition policies.

If specified in Schedule “B” that the Customer is required to provide Hydro One with the Land Rights described in Schedule “B” of the Agreement, the Customer shall provide such Land Rights in accordance with the requirements of Schedule “B” including, without limitation, by the dates specified therein and such Land Rights shall be first in priority except as noted therein, in registerable form and provided to Hydro One with nominal consideration.

Part J: Events of Default

25. Each of the following events shall constitute an “Event of Default” under the Agreement:

- (a) failure by the Customer to pay any amount due under the Agreement, including any amount payable pursuant to Sections 10.1, 12, 15.1, 16 or 18 within the time stipulated for payment;
- (b) breach by the Customer or Hydro One of any Material term, condition or covenant of the Agreement; or
- (c) the making of an order or resolution for the winding up of the Customer or Hydro One or of their respective operations or the occurrence of any other dissolution, bankruptcy or reorganization or liquidation proceeding

instituted by or against the Customer or Hydro One.

For greater certainty, a dispute shall not be considered an Event of Default under this Agreement. However, a Party’s failure to comply, within a reasonable period of time, with the terms of a determination of such a dispute by the OEB or with a decision of a court of competent jurisdiction with respect to a determination made by the OEB shall be considered an Event of Default under the Agreement.

26. Upon the occurrence of an Event of Default by the Customer hereunder (other than those specified in Section 25(c) of the Agreement, for which no notice is required to be given by Hydro One), Hydro One shall give the Customer written notice of the Event of Default and allow the Customer 30 calendar days from the date of receipt of the notice to rectify the Event of Default, at the Customer’s sole expense. If such Event of Default is not cured to Hydro One’s reasonable satisfaction within the 30 calendar day period, Hydro One may, in its sole discretion, exercise the following remedy in addition to any remedies that may be available to Hydro One under the terms of the Agreement, at common law or in equity: deem the Agreement to be repudiated and, after giving the Customer at least 10 calendar days’ prior written notice thereof, recover, as liquidated damages and not as a penalty, the following:

- (a) the sum of the amounts payable by the Customer pursuant to Sections 10.1, 12, 15.1 and where applicable, Section 16 less any amounts already paid by the Customer in accordance with Section 10.1, 12, 15.1 and 16 if this clause is invoked after the In-Service Date; or
- (b) the amounts payable under Section 16 and 18 less any amounts already paid by the Customer in accordance with Sections 10.1, 15.1 and 16 if this clause is invoked prior to the In-Service Date.

27. Upon the occurrence of an Event of Default by Hydro One hereunder (other than those specified in Section 25(c), the Customer shall give Hydro One written notice of the Event of Default and shall allow Hydro One 30 calendar days from the date of receipt of the notice to rectify the Event of Default at Hydro One’s sole expense. If such Event of Default is not cured to the Customer’s reasonable satisfaction within the 30 calendar day period, the Customer may pursue any remedies available to it

at law or in equity, including at its option the termination of the Agreement.

28. All rights and remedies of Hydro One and the Customer provided herein are not intended to be exclusive but rather are cumulative and are in addition to any other right or remedy otherwise available to Hydro One and the Customer respectively at law or in equity, and any one or more of Hydro One's and the Customer's rights and remedies may from time to time be exercised independently or in combination and without prejudice to any other right or remedy Hydro One or the Customer may have or may not have exercised. The parties further agree that where any of the remedies provided for and elected by the non-defaulting party are found to be unenforceable, the non-defaulting party shall not be precluded from exercising any other right or remedy available to it at law or in equity.

Part K: Changes to Transmission Rates

29. In the event that the Transformation Connection Service Rate, the Line Connection Service Rate or the Network Service Rate is rescinded or the methodology of determination or components is materially changed, the parties agree to negotiate a new mechanism for the purposes of the Agreement, provided that such new mechanism will not result in an increase in the amounts of Capital Contribution or Security Deposits payable by the Customer to Hydro One hereunder. The parties shall have 90 calendar days from the effective date of rescission or fundamental change of the Transformation Connection Service Rate, the Line Connection Service Rate or the Network Service Rate to agree to a new mechanism that is, to the extent possible, fair to the parties and constitutes a reasonably comparable replacement for the Transformation Connection Service Rate, the Line Connection Service Rate or the Network Service Rate. If the parties are unable to successfully negotiate a replacement within that 90 calendar day period, this shall be considered a dispute under the terms of this Agreement and the parties shall follow the dispute resolution procedure set out in the OEB-Approved Connection Procedures.

Any settlement on a new mechanism pursuant to this Section 29 shall apply retroactively from the date on which the Transformation Connection Service Rate, the Line Connection Service Rate or the Network Service Rate was rescinded or fundamentally changed. Until such time as a new mechanism is determined hereunder, any amounts

to be paid by the Customer under the Agreement shall be based on the Transformation Connection Service Rate, the Line Connection Service Rate or the Network Service Rate in effect prior to the effective date of any such changes.

Part L: Incorporation of Liability and Force Majeure Provisions

30. PART III: LIABILITY AND FORCE MAJEURE (with the exception of Section 15.5 thereof) and Sections 1.1.12 and 1.1.17 of the Connection Agreement are hereby incorporated in their entirety by reference into and form an integral part of the Agreement. Unless the context otherwise requires, all references in PART III: LIABILITY AND FORCE MAJEURE TO "this Agreement" shall be deemed to be a reference to the Agreement and all references to "the Transmitter" shall be deemed to be a reference to Hydro One.

For the purposes of this Section 30, the parties agree that the references in PART III: LIABILITY AND FORCE MAJEURE to:

- (a) the Transmitter in lines 3 and 4 of Section 15.1 of the Connection Agreement means the Transmitter or any party acting on behalf of the Transmitter such as contractors, subcontractors, suppliers, employees and agents; and
- (b) the Customer in lines 3 and 4 of Section 15.2 of the Connection Agreement means the Customer or any party acting on behalf of the Customer such as contractors, subcontractors, suppliers, employees and agents.

Part M: General

31. This Agreement is subject to the *Transmission System Code* and the OEB-Approved Connection Procedures. If any provision of this Agreement is inconsistent with the:

- (a) *Transmission System Code*, the said provision shall be deemed to be amended so as to comply with the *Transmission System Code*;
- (b) OEB-Approved Connection Procedures the said provision shall be deemed to be amended so as to comply with the OEB-Approved Connection Procedures; and
- (c) Connection Agreement made between the parties, associated with the new customer connection facilities, on the same subject matter, the Connection Agreement governs.

32. The failure of a party hereto to enforce at any time any of the provisions of the Agreement or to exercise any right or option which is herein provided shall in no way be construed to be a waiver of such provision or any other provision nor in any way affect the validity of the Agreement or any part hereof or the right of either party to enforce thereafter each and every provision and to exercise any right or option. The waiver of any breach of the Agreement shall not be held to be a waiver of any other or subsequent breach. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the party against whom such waiver is sought to be enforced which expressly waives a right or rights or an option or options under the Agreement.

33. In the Agreement:

- Words importing the singular include the plural and vice versa.
- Words importing a gender include any gender.
- Words importing a person include (i) an individual, (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate.
- A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions.
- Where a word or phrase is defined in the Agreement, these Standard Terms and Conditions, the Transmission System Code, the *Ontario Energy Board Act, 1998* or the *Electricity Act, 1998*, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning.
- A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision.
- The expression "including" means including.

34. Other than as specifically provided in the Agreement, no amendment, modification or supplement to the Agreement shall be valid or binding unless set out in writing and executed by the parties with the same degree of formality as the execution of the Agreement.

35. The Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

36. Invoiced amounts are due 30 days after invoice issuance. All overdue amounts including, but not limited to amounts that are not invoiced but required under the terms of this Agreement to be paid in a specified time period, shall bear interest at 1.5% per month compounded monthly (19.56 percent per year) for the time they remain unpaid.

37. The obligation to pay any amount due hereunder, including, but not limited to, any amounts due under Sections 10.1, 12, 15.1, 16, 18 or 23 shall survive the termination of the Agreement.

Appendix “A”: Definitions

In the Agreement, unless the context otherwise requires, terms which appear therein without definition, shall have the meanings respectively ascribed thereto in the *Transmission System Code* (some of which refer to definitions in the *Electricity Act, 1998* or the *Ontario Energy Board Act, 1998*) and unless there is something in the subject matter or context inconsistent therewith, the following words shall have the following meanings:

“**Actual Load**” means the actual load delivered by Hydro One to the Customer up to the True-Up Point in excess of the Normal Capacity of the Existing Load Facilities.

“**Assigned Capacity**” is calculated in accordance with Section 6.2.2 of the *Transmission System Code*.

“**Adjusted Load Forecast**” means a Load Forecast that has been adjusted to the point where the present value of the Transformation Connection Revenue and/or Line Connection Revenue and/or Network Revenue equals the present value of the Pool Funded Cost of the Transformation Connection Pool Work and/or the Pool Funded Cost of the Line Connection Pool Work and/or the Pool Funded Cost of the Network Customer Allocated Work.

“**Agreement**” means the Connection Cost Recovery Agreement, the Schedules attached thereto, these Standard Terms and Conditions and where applicable (as indicated in the Connection Cost Recovery Agreement), the Contestable Work Terms and Conditions.

“**Applicable Laws**” means any and all applicable laws, including environmental laws, statutes, codes, licensing requirements, treaties, directives, rules, regulations, protocols, policies, by-laws, orders, injunctions, rulings, awards, judgments or decrees or any requirement or decision or agreement with or by any government or government department, commission board, court authority or agency.

“**Approval Date**” means for the purpose of Subsection 5(f) of these Terms and Conditions, the date specified in Schedule “A” of the Agreement.

“**Capital Contribution**” means a capital contribution calculated using the economic evaluation methodology set out in the *Transmission*

System Code.

“**Capital Contribution**” means a capital contribution calculated using the economic evaluation methodology set out in the *Transmission System Code*.

“**Connect and Connection**” has the same meaning ascribed to the term “Connect” in the *Transmission System Code*.

“**Connection Agreement**” means the form of connection agreement appended to the *Transmission System Code* as Appendix 1, Version 1.

“**Connection Facilities**” has the meaning set forth in the *Transmission System Code*.

“**Connection Point**” has the meaning set forth in the *Transmission System Code* and for this project, is as specified in Schedule “A” of the Agreement.

“**Contestable Work Terms**” means the Terms and Conditions for Contestable Work July 2021 including Attachment 1 and Attachment 2 attached thereto.

“**Customer Connection Work**” means the work to be performed by the Customer, at its sole expense, which is described in Schedule “B” of the Agreement.

“**Customer Connection Risk Classification**” is as specified in Schedule “C” of the Agreement.

“**Customer’s Facilities**” has the meaning set forth in the *Transmission System Code*, and includes, but is not limited to any new, modified or replaced Customer’s Facilities.

“**Customer’s Property(ies)**” means any lands owned by the Customer in fee simple or where the Customer has easement rights.

“**Distributor**” has the meaning set forth in the *Transmission System Code*.

“**Economic Evaluation Period**” means the period of five (5) years for high risk connection, ten (10) years for a medium-high risk connection, fifteen (15) years for a medium-low risk connection and twenty-five years for a low risk connection commencing on the In Service Date whichever is applicable to the Customer as specified in Schedule “C” of the Agreement.

“Engineering and Construction Cost” means Hydro One’s charge for equipment, labour and materials at Hydro One’s standard rates plus Hydro One’s standard overheads as well as interest during construction using Hydro One’s capitalization rate in effect during the construction period.

“Electricity Act, 1998” means the *Electricity Act, 1998* being Schedule “A” of the *Energy Competition Act, S.O. 1998, c.15*, as amended.

“Existing Load” in relation to the Customer and each of the Existing Load Facilities is equal to the Customer’s Assigned Capacity at each of the Existing Load Facilities on the date of this Agreement.

“Existing Load Facility(ies)” means the connection facility(ies) owned by Hydro One as specified in the Existing Load Table in Schedule “C” of the Agreement where the Customer has Existing Load.

“Force Majeure Event” has the meaning ascribed thereto in the Connection Agreement.

“HST” means the Harmonized Sales Tax.

“Hydro One Connection Work” means the work to be performed by Hydro One, which is described in Schedule “A” of the Agreement.

“Hydro One Facilities” means Hydro One’s structures, lines, transformers, breakers, disconnect switches, buses, voltage/current transformers, protection systems, telecommunication systems, cables and any other auxiliary equipment used for the purpose of transmitting electricity.

“Hydro One’s Property(ies)” means any lands owned by Hydro One in fee simple or where Hydro One now or hereafter has obtained easement rights.

“IESO” means the Independent Electricity System Operator continued under the *Electricity Act, 1998*.

“In Service Date” has the same meaning ascribed to the term “comes into service” in the *Transmission System Code*.

“Incremental Network Load” means the Customer’s New Load less the amount of load, if any, that has been by-passed by the Customer at any of Hydro One’s connection facilities.

“Interest” means the interest rates specified by the

OEB to be applicable to security deposits in the form of cash as specified in Subsection 6.3.11(b) in the *Transmission System Code*.

“Land Rights” means any one or more of the following real estate rights/land agreements and any approvals required by Hydro One related thereto (e.g. municipal consents for access and access or entry permits) that are required for all or any part of the Hydro One Connection Work:

- (i) a grant(s) of easement in gross substantially in the form of the Grant of Easement in Gross attached to the Agreement as Schedule “E” from the registered owner(s) of the Easement in Gross Lands for the Easement in Gross Term to be obtained by the date specified as the Easement in Gross Date, with the Easement in Gross Lands, Easement in Gross Term and the Easement in Gross Date being specified in either Schedule “A” of the Agreement (registered owner is a third party) or “B” (registered owner is the Customer), as applicable;
- (ii) an access easement substantially in the form of the Access Easement attached to the Agreement as Schedule “F” from the registered owner(s) of the Access Easement Lands for the Access Easement Term to be obtained by the date specified as the Access Easement Date, with the Access Easement Lands, Access Easement Term and the Access Easement Date being specified in either Schedule “A” of the Agreement (registered owner is a third party) or “B” (registered owner is the Customer), as applicable. All municipal consent(s) and approvals for any access road easements required by Hydro One for all or any part of the Hydro One Connection Work must also be obtained by the Access Easement Date;
- (iii) an easement is required for an access road for a term beyond 21 years, as an access road easement for a term beyond 21 years may be viewed as not being exempt use by a utility with specific reference to s. 50(3) of the Planning Act (the “Act”) as the Act mentions a distribution line, transmission line etc. but with no reference to an access road and some municipalities however have viewed this differently and consider an access as ancillary and part of what is described in s. 50(3) of the Act and therefore is exempt from the municipal consent process, in such a case, Hydro One will need to either (a) secure municipal consent for the access road or (b) obtain a letter from the

municipality stating that the access easement, beyond 21 years is for Hydro One and that the municipality considers access as part of the works described in the Act and therefore is not subject to the consent process;

- (iv) early access agreement is required substantially in the form of the Early Access Agreement attached to the Agreement as Schedule “G” from the registered owner(s) of the Early Access Lands to be obtained by the date specified as the “Early Access Execution Date” with the Early Access Lands and the Early Access Execution Date being specified in either Schedule “A” of the Agreement (registered owner is a third party) or “B” (registered owner is the Customer), as applicable;
- (v) an Off-Corridor Access Agreement is required substantially in the form of the Off-Corridor Access Agreement attached to the Agreement as Schedule “H” from the registered owner(s) of the Off-Corridor Access Lands to be obtained by the date specified as the “Off-Corridor Access Execution Date” with the Off-Corridor Access Lands and the Off-Corridor Access Execution Date being specified in either Schedule “A” of the Agreement (registered owner is a third party) or “B” (registered owner is the Customer), as applicable;
- (vi) a Construction Staging and Stringing Area Agreement is required substantially in the form of the Construction Staging and Stringing Area Agreement attached to the Agreement as Schedule “I” from the registered owner(s) of the Construction Staging and Stringing Area Land(s) to be obtained by the date specified as the Construction Staging and Stringing Area Execution Date with the Construction Staging and Stringing Area Land(s) and the Construction Staging and Stringing Area Execution Date being specified in either Schedule “A” of the Agreement (registered owner is a third party) or “B” (registered owner is the Customer), as applicable;;
- (vii) ownership/fee simple rights are required, Hydro One will enter into an Agreement of Purchase and Sale with the registered owner(s) of the “Lands to be Acquired” substantially in the form of the Agreement of Purchase and Sale attached to the Agreement as Schedule “J” for consideration that is consistent with Hydro One’s land acquisition policies with a closing date that is not to be later than the date specified as the “Closing Date” with the Lands to be Acquired and the Closing Date being specified in either Schedule “A” of the Agreement (registered owner is a third party) or “B” (registered owner is the Customer), as applicable;
- (viii) a Material Laydown Area Agreement is required substantially in the form of the Material Laydown Area Agreement attached to the Agreement as Schedule “K” from the registered owner(s) of the Material Laydown Area Land(s) to be obtained by the date specified as the Material Laydown Execution Date with the Material Laydown Area Land(s) and the Material Laydown Area Execution Date being specified in either Schedule “A” of the Agreement (registered owner is a third party) or “B” (registered owner is the Customer), as applicable;
- (ix) where all or any part of the Hydro One Connection Work is to be located on Crown land (MNR), Hydro One will need to obtain a Work Permit/Letter of Authority from the Ministry of Natural Resources (MNR) by no later than the date specified in Schedule “A” as the “Date Work Permit/Letter of Consent Required” to allow Hydro One to construct the portion of the Hydro One Connection Work to be located on the Crown land and add same to Hydro One’s Provincial Master Land Use Permit;
- (x) approvals from pipelines and/or railway companies are required, Hydro One will secure such approvals from the pipeline companies and/or railway companies listed in Schedule “A” of the Agreement as the “Affected Pipeline/Railway Companies” (including, but not limited to performing any necessary studies to obtain same) by the Railway/Pipeline Approval Date specified in Schedule “A”;
- (xi) consultations with third party encumbrancers are required, Hydro One shall consult with such third party encumbrancers to ensure that no project delays are experienced by Hydro One; and
- (xii) confirmation of Hydro One’s rights to use an existing (Unopened) road allowance is required, to all or any portion of the Hydro One Connection Work Hydro One shall obtain written confirmation from the municipality that Hydro One has all necessary rights and permission to construct and to access all or any

portion of a transmission line being built by Hydro One along the unopened road allowance described as the Unopened Road Allowance Lands in Schedule “A”.

“**Letter of Credit**” means a letter of credit that meets all the following requirements:

- (a) is issued by a bank listed in Schedule I or II of the *Bank Act* (Canada) (“**Bank**”);
- (b) allows for presentment in Toronto, Ontario or presentment using a valid fax number where the Bank does not have a branch in Toronto, Ontario;
- (c) has an expiry date that is acceptable to Hydro One;
- (d) provides that any notice that the Bank does not wish to extend the letter of credit for any additional period of expiry must be provided, in writing, to Hydro One Networks Inc., 483 Bay Street, 7th Floor, South Tower, Toronto, Ontario M5G 2P5 Attn: Treasurer at least sixty (60) days prior to any expiration date;
- (e) permits partial drawings and multiple presentations;
- (f) provides that drawings will be paid on written demand without the issuing Bank enquiring whether Hydro One has a right as between itself and the Customer to make such demand, and without recognizing any claim of the Customer;
- (g) only requirement to be met in order to draw on the letter of credit is that Hydro One present the letter of credit and a certificate stating that the amount demanded is payable to Hydro One by the Customer pursuant to the terms of the Connection and Cost Recovery Agreement made between Hydro One Networks Inc. and the Customer, as it may be amended by the Customer and Hydro One from time to time;
- (h) provides that banking charges and commissions associated with the letter of credit are payable by the Customer;
- (i) subject to the International Standby Practices “ISP 98” ICC Publication no. 590 (“**ISP 98**”);
- (j) provide that notwithstanding ISP 98, in the event that the original of the letter of credit is lost, stolen, mutilated or destroyed, the Bank will agree to replace same upon written notice from Hydro One setting out the circumstances;
- (k) provides that matters not expressly covered by ISP 98, will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein; and
- (l) any dispute or claim shall be submitted to the exclusive courts within the jurisdiction of the Province of Ontario.

“**Line Connection Pool Work**” means the Hydro One Connection Work specified in Schedule “A” of the Agreement under the heading “Line Connection Pool Work”.

“**Line Connection Revenue**” means the amount of line connection revenue attributable to that part of the Customer’s New Load to be received by Hydro One through the monthly collection of the Line Connection Service Rate during the Economic Evaluation Period.

“**Line Connection Service Rate**” means the line connection service rate approved by the OEB in Hydro One’s Rate Order from time to time, or any mechanism instituted in accordance with Section 29.

“**Load Customer**” has the meaning set forth in the *Transmission System Code*.

“**Load Forecast**” means the initial load forecast of the New Load in excess of the Normal Capacity of the Existing Load Facilities used in the initial economic evaluation for the Economic Evaluation Period.

“**Market Rules**” means the rules promulgated under Section 32 of the Electricity Act, 1998.

“**Material**” relates to the essence of the contract, more than a mere annoyance to a right, but an actual obstacle preventing the performance or exercise of a right.

“**Network Customer Allocated Work**” means the construction of or modifications to Network Facilities specified in Schedule “A” of the Agreement under the heading “Network Customer Allocated Work” that are minimum connection requirements.

“**Network Facilities**” has the meaning set forth in the *Transmission System Code*.

“**Network Pool Work**” means the Hydro One Connection Work specified in Schedule “A” of the Agreement under the heading “Network Pool Work”.

“**Network Revenue**” means the amount of network revenue attributable to the Incremental Network Load to be received by Hydro One through the monthly collection of the Network Service Rate during the Economic Evaluation Period.

“**Network Service Rate**” means the network service rate approved by the OEB in Hydro One’s Rate Order from time to time, or any mechanism instituted in accordance with Section 29.

“**New Load**” means the load at the New or Modified Connection Facility that is in excess of, for each of the Existing Load Facilities, the lesser of the Existing Load or the Normal Capacity.

“**New or Modified Connection Facilities’ New Load**” means the load at the New or Modified Connection Facility that is in excess of, for each of the Existing Load Facilities, the lesser of the Existing Load or the Normal Capacity

“**Normal Capacity**” means, where the Customer is:

- (a) the only Load Customer supplied by an Existing Load Facility, the total normal supply capacity of the Existing Load Facility as determined in accordance with the OEB-Approved Connection Procedures; and
- (b) one of two or more Load Customers served by an Existing Load Facility, the Customer’s prorated share of the total normal supply capacity of the Existing Load Facility as determined in accordance with the OEB-Approved Connection Procedures.

“**OEB**” means the Ontario Energy Board.

“**OEB-Approved Connection Procedures**” means Hydro One’s connection procedures as approved by the OEB from time to time.

“**Ontario Energy Board Act**” means the *Ontario Energy Board Act* being Schedule “B” of the *Energy Competition Act*, S.O. 1998, c. 15, as amended.

“**Pool-Funded Cost**” means the present value of the Engineering and Construction Cost and projected on-going maintenance and other related incremental costs (including, but not limited to applicable taxes, and net of tax benefits), of each of the Transformation Connection Pool Work, the Line Connection Pool Work and/or the Network Customer Allocated Work calculated in accordance with the principles, criteria and methodology set out in Appendices 4 and 5 of the Transmission System Code.

“**Premium Costs**” means those costs incurred by Hydro One in order to maintain or advance the Ready for Service Date, including, but not limited

to, additional amounts expended for materials or services due to short timeframe for delivery; and the difference between having Hydro One’s employees, agents and contractors perform work on overtime as opposed to during normal business hours.

“**Rate Order**” has the meaning ascribed thereto in the *Transmission System Code*.

“**Ready for Service Date**” means the date upon which the Hydro One Connection Work is fully and completely constructed, installed, commissioned and energised to the Connection Point. The Customer’s disconnect switches must be commissioned prior to this date in order to use them as isolation points.

“**Standard Terms and Conditions**” means these Standard Terms and Conditions for Load Customer Transmission Customer Connection Projects including this Appendix “A” attached hereto.

“**Surety Bond Requirements**” means a surety bond that meets all the following requirements:

- (a) is in a form that is satisfactory to Hydro One;
- (b) surety must be Canadian;
- (c) surety must be financially acceptable to Hydro One must have at, a minimum, a long-term credit rating of “A” from a bond-rating agency acceptable to Hydro One;
- (d) provides that fees, charges and commissions associated with the surety bond, including drawings therefrom, are payable by the Customer;
- (e) allows for presentment in Toronto, Ontario or presentment using a valid fax number where the surety does not have a branch in Toronto, Ontario;
- (f) has an expiry date that is acceptable to Hydro One;
- (g) provides that any notice that the surety does not wish to extend the surety bond for any additional period of expiry must be provided, in writing, to Hydro One Networks Inc., 483 Bay Street, 7th Floor, South Tower, Toronto, Ontario M5G 2P5 Attn: Treasurer at least 60 days prior to any expiration date;
- (h) permit partial drawings and multiple presentations;
- (i) provide that drawings will be paid without the surety enquiring whether Hydro One has a right as between itself and the Customer to make such demand, and without recognizing any claim of the said Customer;

- (j) only requirement to be met in order to draw on the surety bond is that Hydro One present a certificate certifying that the amount demanded is payable to Hydro One by the Customer pursuant to the terms of the Connection Cost Recovery Agreement made between the Customer and Hydro One, as it may be amended by the Customer and Hydro One from time to time;
- (k) will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein; and
- (l) any dispute or claim shall be submitted to the exclusive courts within the jurisdiction of the Province of Ontario.

“Taxes” means all property, municipal, sales, use, value added, goods and services, harmonized and any other non-recoverable taxes and other similar charges (other than taxes imposed upon income, payroll or capital).

“Transformation Connection Pool Work” means the Hydro One Connection Work specified in Schedule “A” of the Agreement under the heading “Transformation Connection Pool Work”.

“Transformation Connection Revenue” means the amount of transformation connection revenue attributable to that part of the Customer’s New Load to be received by Hydro One through the monthly collection of the Transformation Connection Service Rate during the Economic Evaluation Period.

“Transformation Connection Service Rate” means the line connection service rate approved by the OEB in Hydro One’s Rate Order from time to time, or any mechanism instituted in accordance with Section 29.

“Transmission System Code” or “Code” means the code of standards and requirements issued by the OEB on July 25, 2005 that came into force on August 20, 2005 as published in the Ontario Gazette, as it may be amended, revised or replaced in whole or in part from time to time.

“Transmitter’s Facilities” has the meaning ascribed thereto in the *Transmission System Code*.

“True-Up” means the calculation to be performed by Hydro One, as a transmitter, at each True-Up Point in accordance with the

requirements of Subsection 6.5.4 of the *Transmission System Code*.

“True-Up Point” means the points of time based upon the Customer Connection Risk Classification when Hydro One is required to perform a True-Up as described in Section 11 of these Terms and Conditions.

“Updated Load Forecast” means the load forecast of the New Load in excess of the Normal Capacity of the Existing Load Facilities for the remainder of the Economic Evaluation Period.

“Work Chargeable to Customer” means the Hydro One Connection Work specified in Part 4 of Schedule “A” of the Agreement under the heading “Work Chargeable to Customer”.

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APPENDIX 3

St. Thomas Transmission Line General Area Map

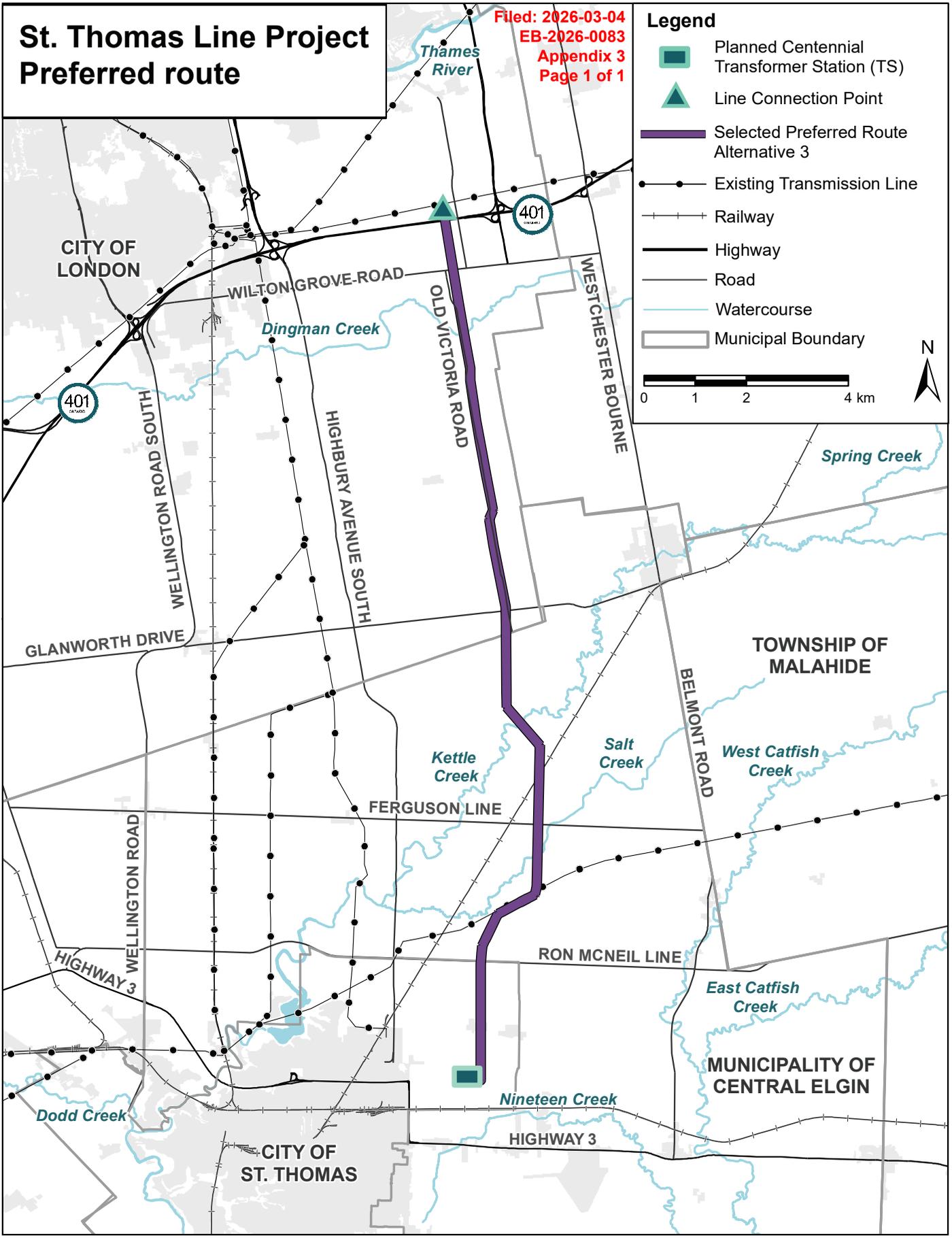
St. Thomas Line Project Preferred route

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EB-2026-0083
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Legend

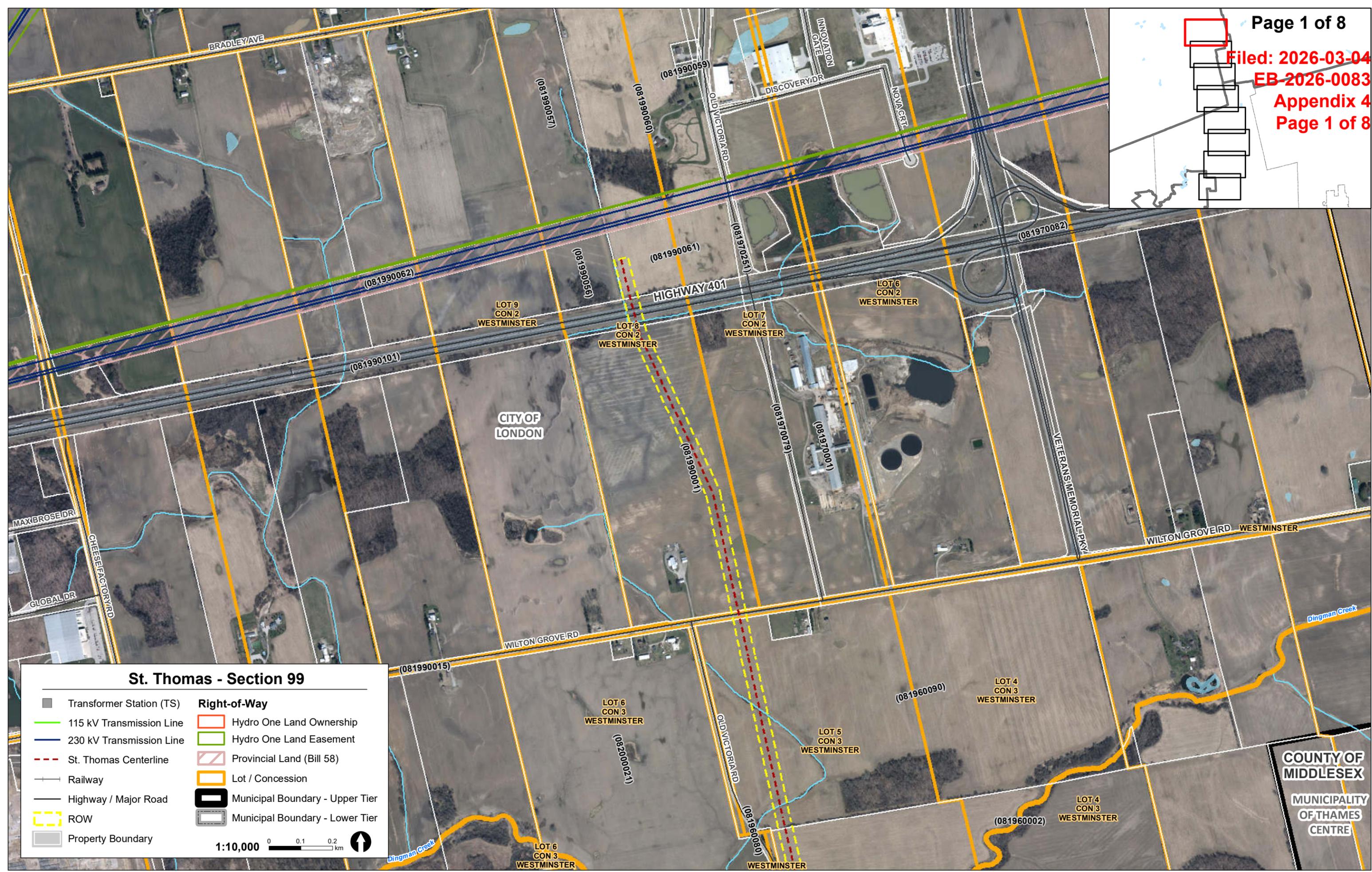
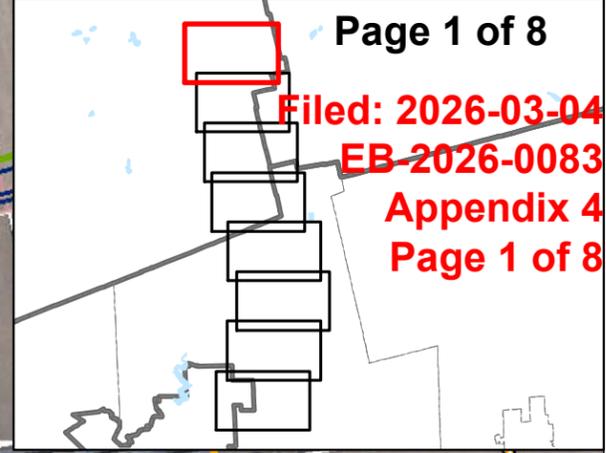
-  Planned Centennial Transformer Station (TS)
-  Line Connection Point
-  Selected Preferred Route Alternative 3
-  Existing Transmission Line
-  Railway
-  Highway
-  Road
-  Watercourse
-  Municipal Boundary

0 1 2 4 km



APPENDIX 4

St. Thomas Transmission Line Detailed Aerial Project Route Map

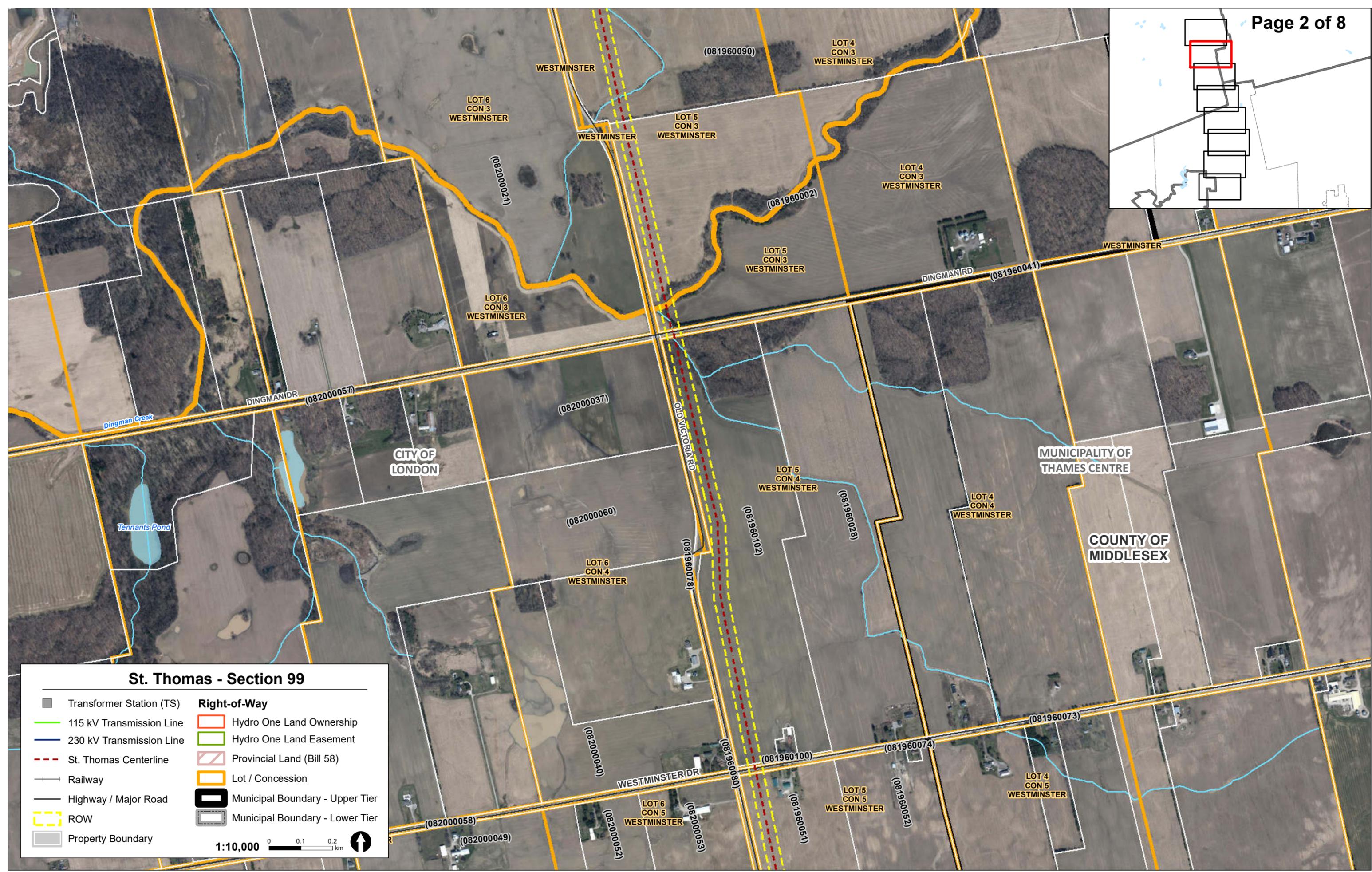
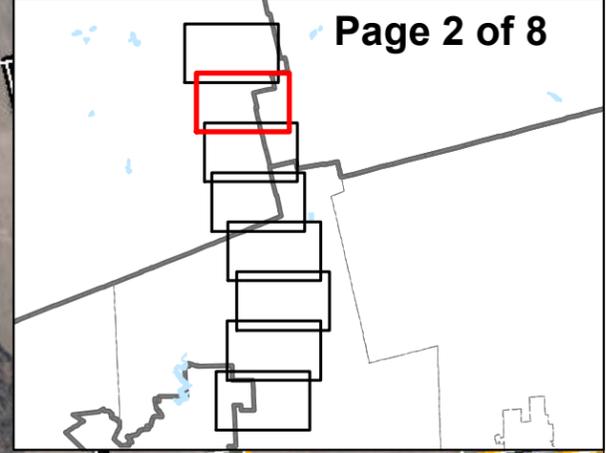


St. Thomas - Section 99

Transformer Station (TS)	Right-of-Way
115 kV Transmission Line	Hydro One Land Ownership
230 kV Transmission Line	Hydro One Land Easement
St. Thomas Centerline	Provincial Land (Bill 58)
Railway	Lot / Concession
Highway / Major Road	Municipal Boundary - Upper Tier
ROW	Municipal Boundary - Lower Tier
Property Boundary	

1:10,000

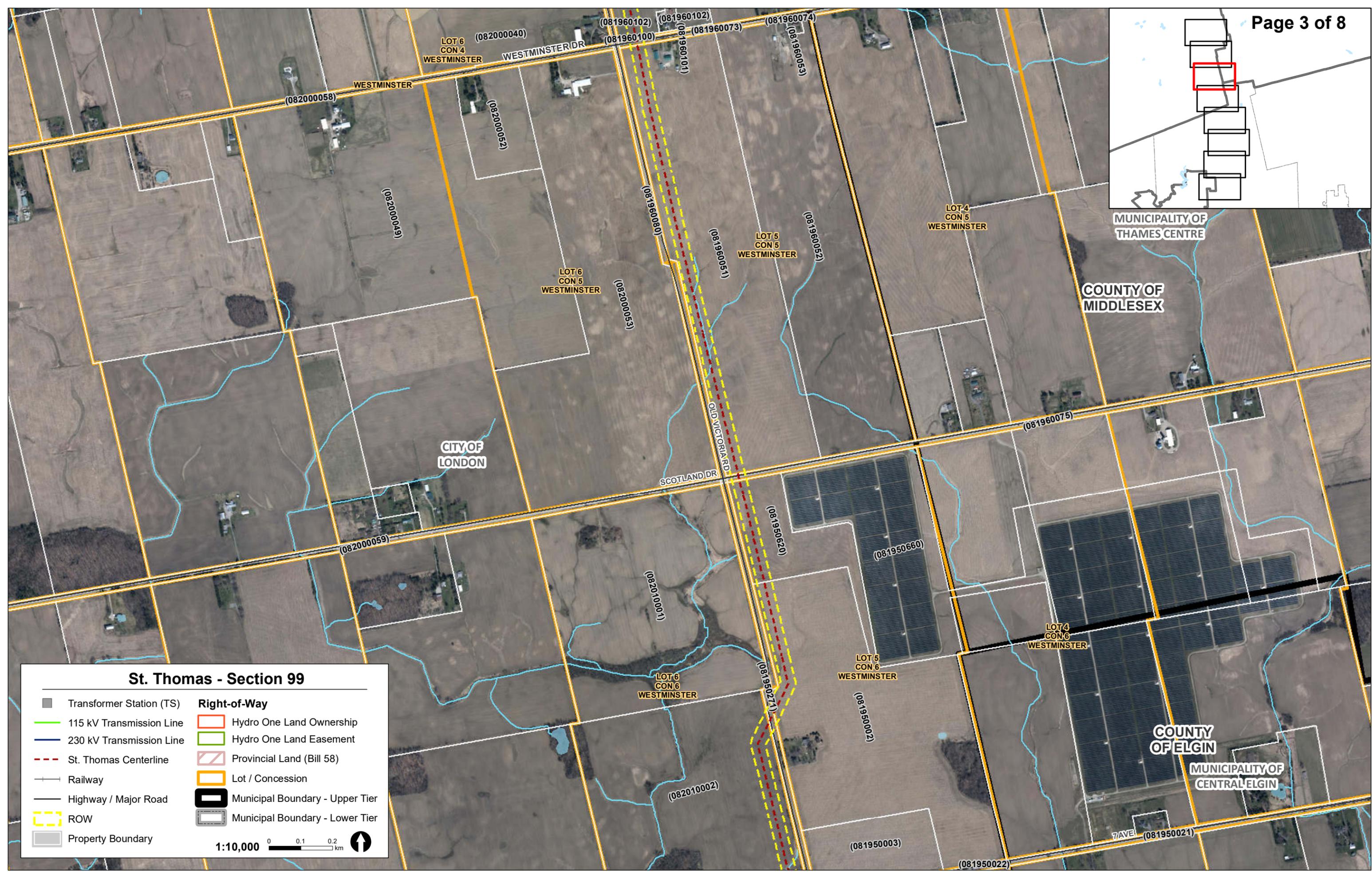
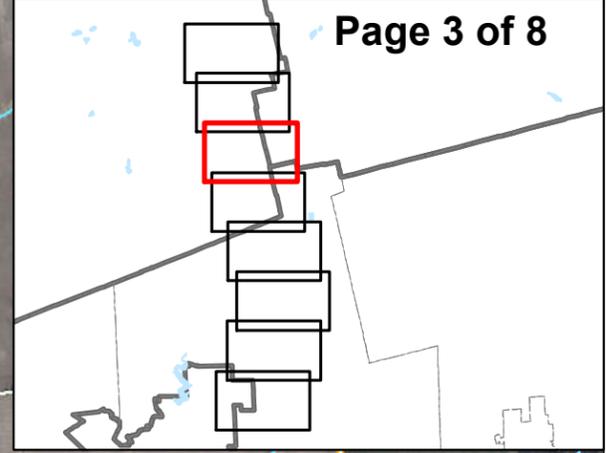
COUNTY OF MIDDLESEX
MUNICIPALITY OF THAMES CENTRE



St. Thomas - Section 99

Transformer Station (TS)	Right-of-Way
115 kV Transmission Line	Hydro One Land Ownership
230 kV Transmission Line	Hydro One Land Easement
St. Thomas Centerline	Provincial Land (Bill 58)
Railway	Lot / Concession
Highway / Major Road	Municipal Boundary - Upper Tier
ROW	Municipal Boundary - Lower Tier
Property Boundary	

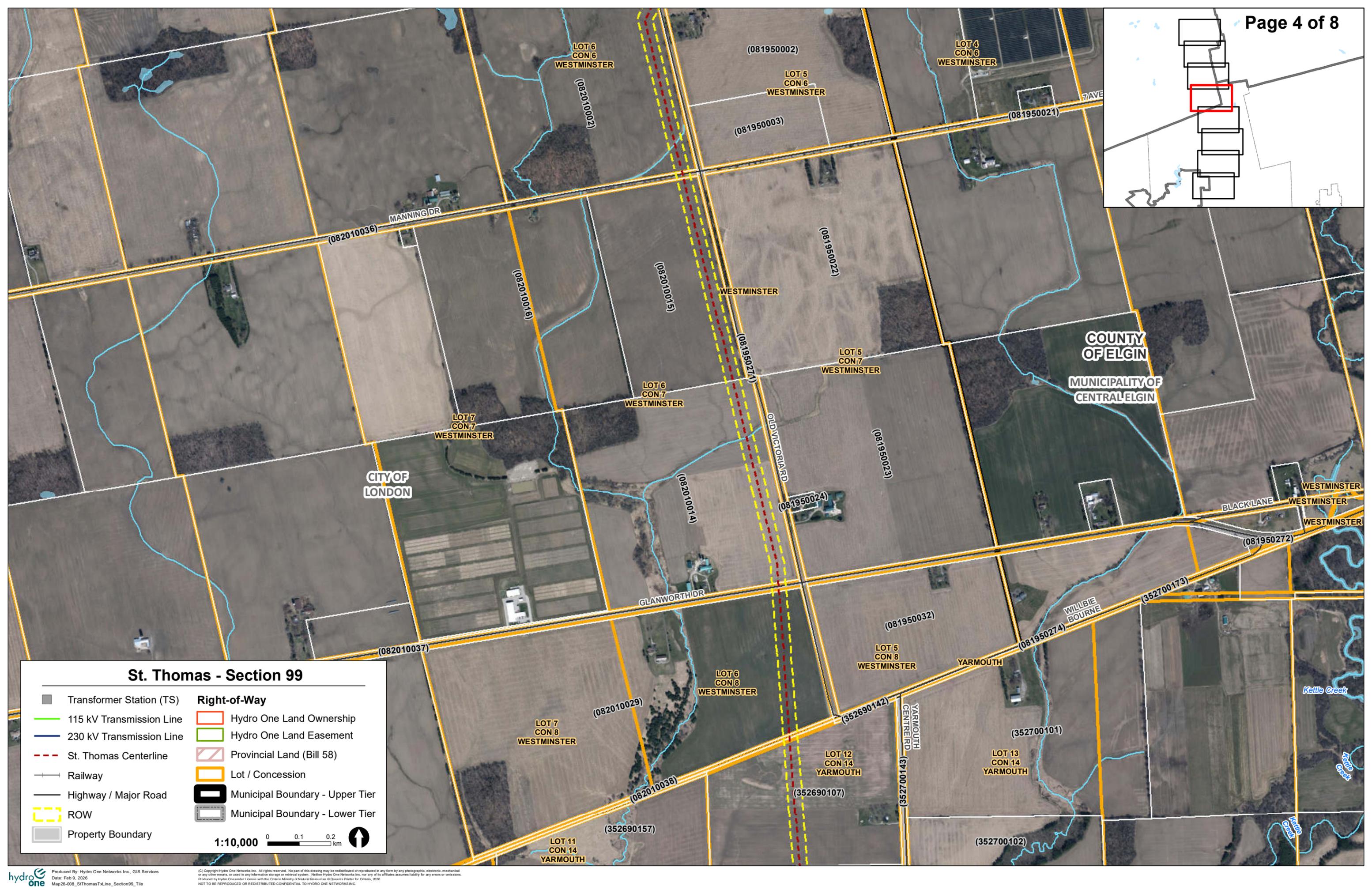
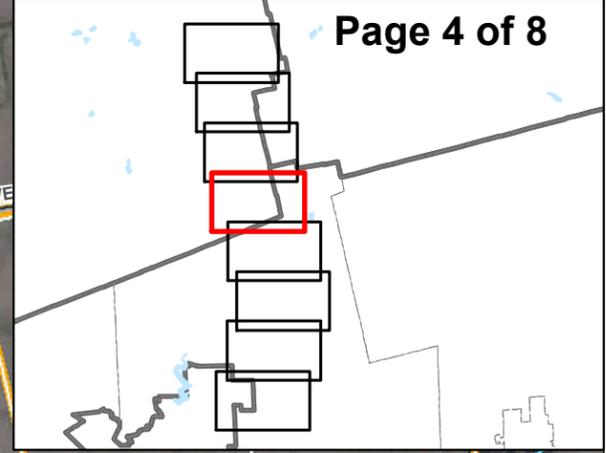
1:10,000



St. Thomas - Section 99

Transformer Station (TS)	Right-of-Way
115 kV Transmission Line	Hydro One Land Ownership
230 kV Transmission Line	Hydro One Land Easement
St. Thomas Centerline	Provincial Land (Bill 58)
Railway	Lot / Concession
Highway / Major Road	Municipal Boundary - Upper Tier
ROW	Municipal Boundary - Lower Tier
Property Boundary	

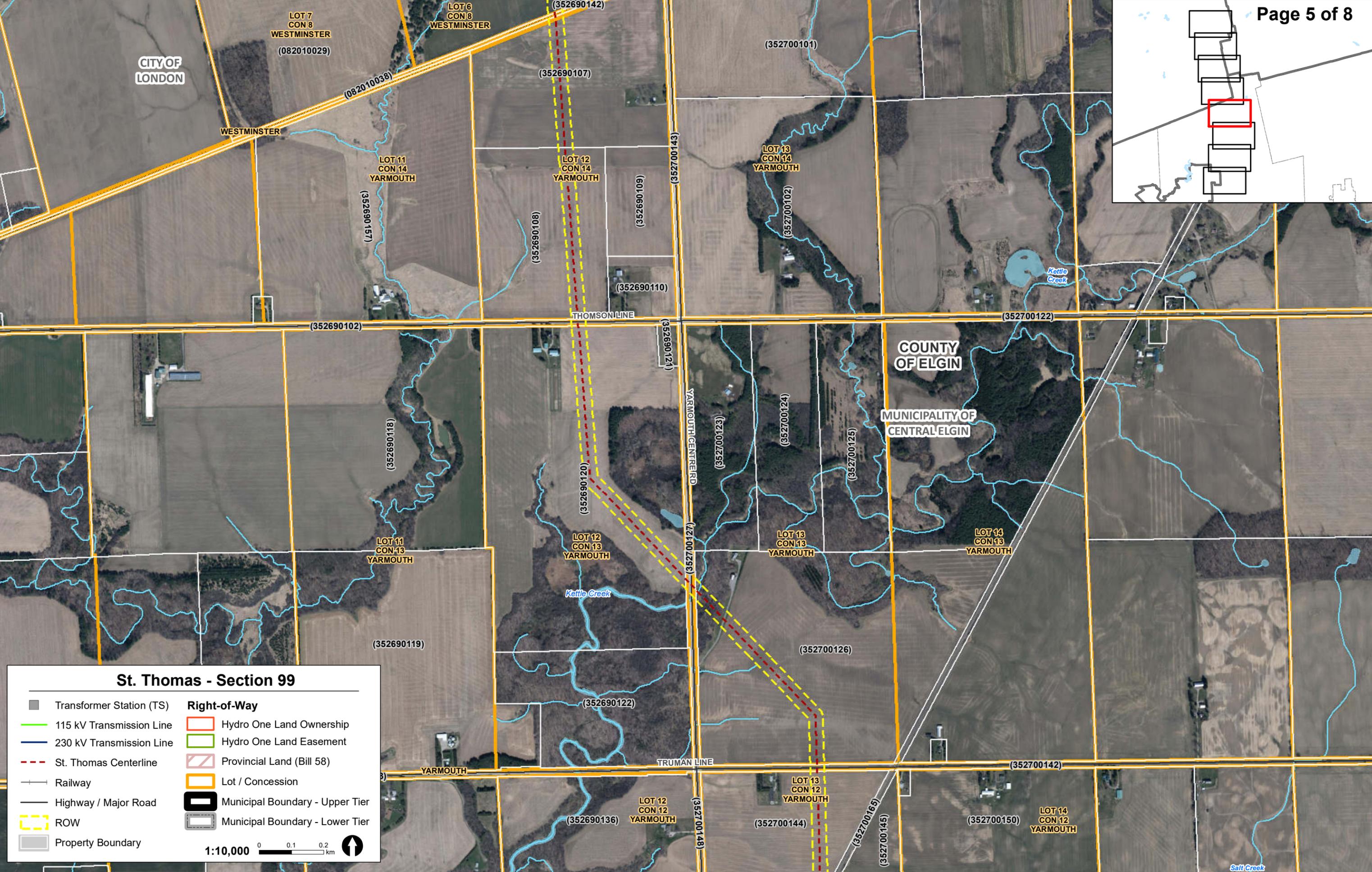
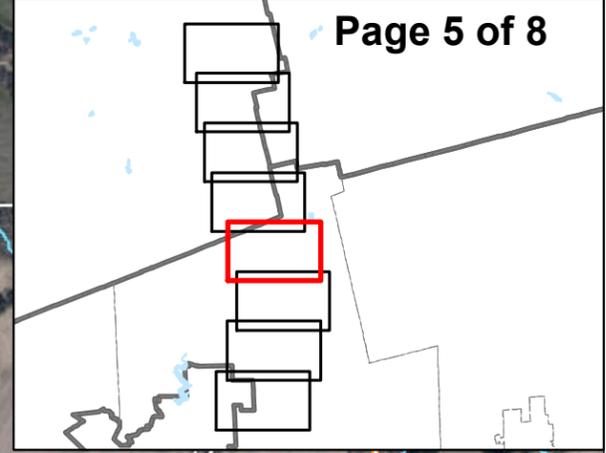
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St. Thomas - Section 99

Transformer Station (TS)	Right-of-Way
115 kV Transmission Line	Hydro One Land Ownership
230 kV Transmission Line	Hydro One Land Easement
St. Thomas Centerline	Provincial Land (Bill 58)
Railway	Lot / Concession
Highway / Major Road	Municipal Boundary - Upper Tier
ROW	Municipal Boundary - Lower Tier
Property Boundary	

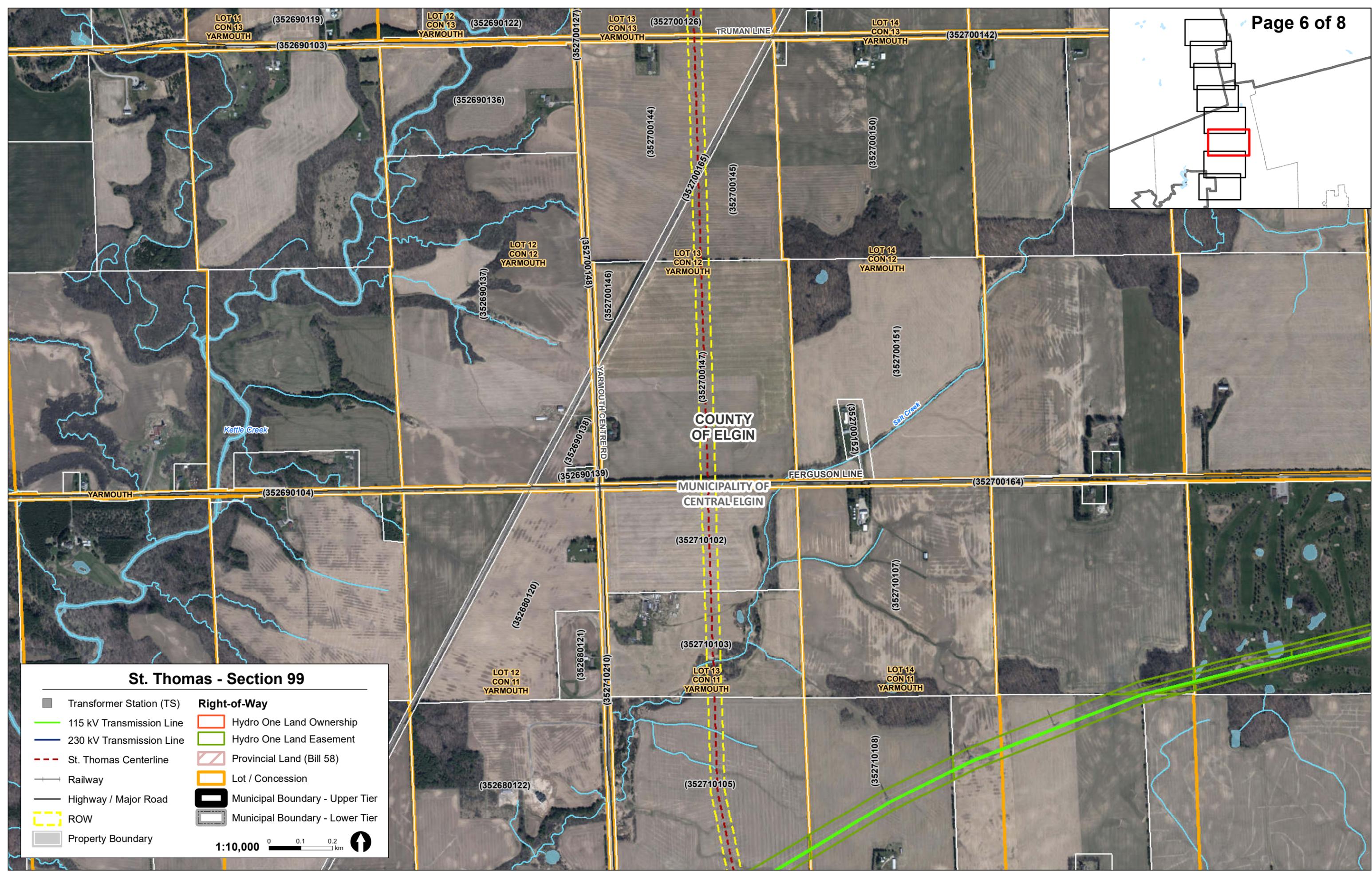
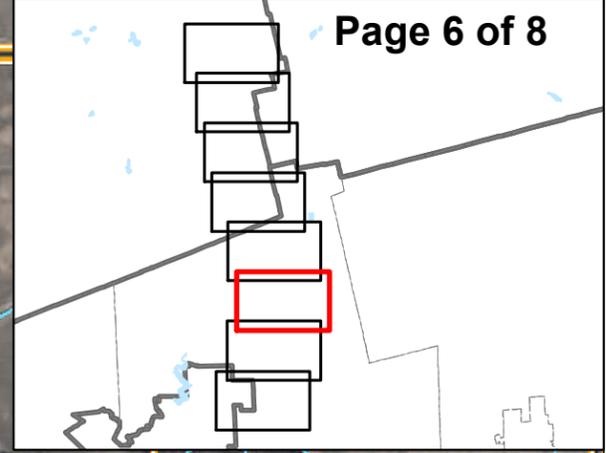
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St. Thomas - Section 99

Transformer Station (TS)	Right-of-Way
115 kV Transmission Line	Hydro One Land Ownership
230 kV Transmission Line	Hydro One Land Easement
St. Thomas Centerline	Provincial Land (Bill 58)
Railway	Lot / Concession
Highway / Major Road	Municipal Boundary - Upper Tier
ROW	Municipal Boundary - Lower Tier
Property Boundary	

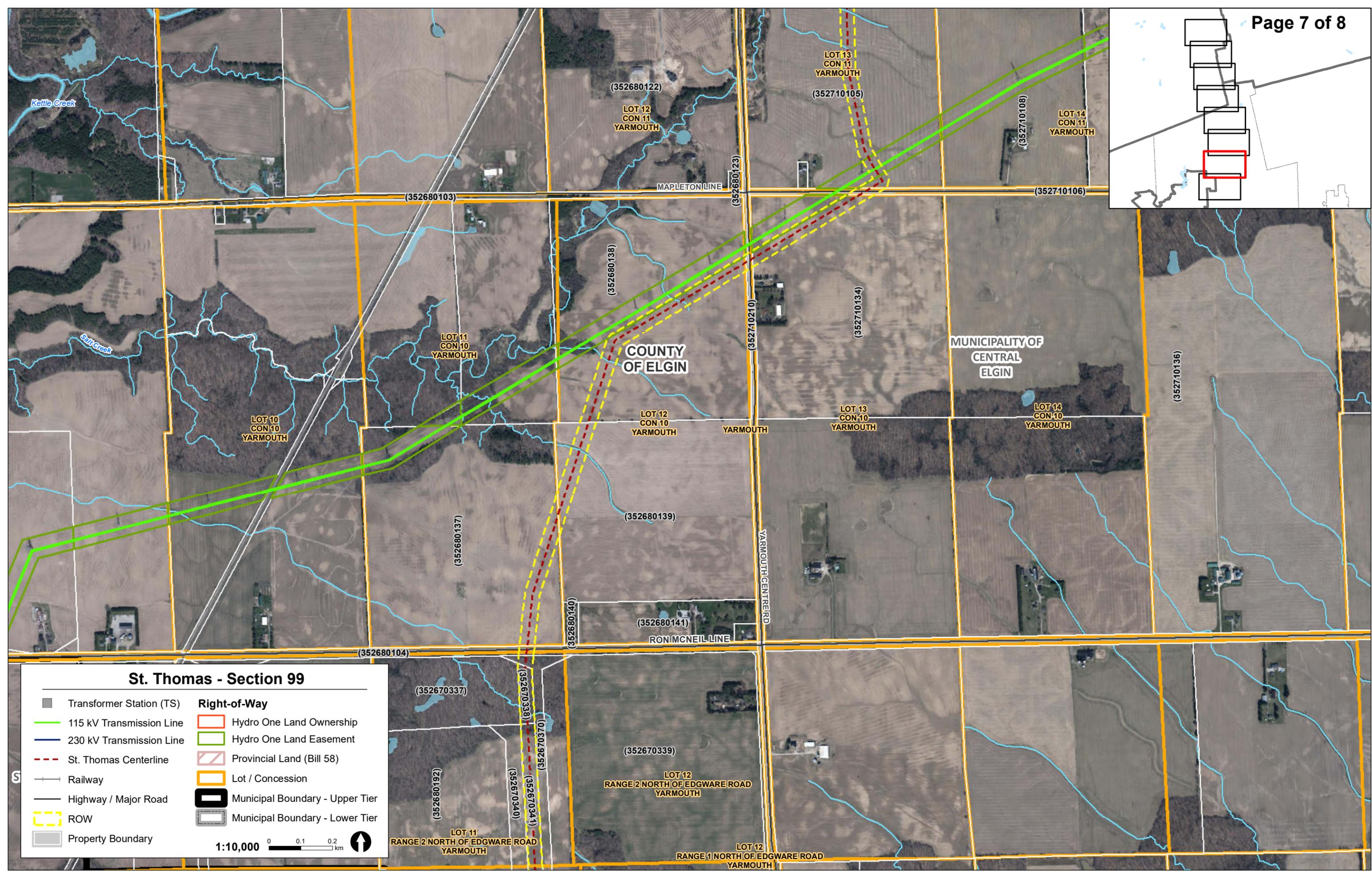
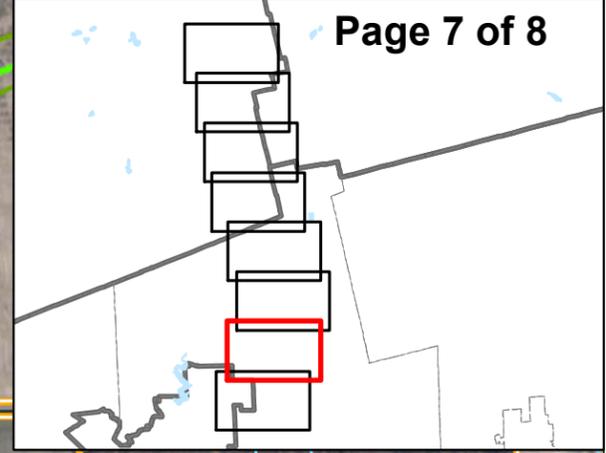
1:10,000



St. Thomas - Section 99

Transformer Station (TS)	Right-of-Way
115 kV Transmission Line	Hydro One Land Ownership
230 kV Transmission Line	Hydro One Land Easement
St. Thomas Centerline	Provincial Land (Bill 58)
Railway	Lot / Concession
Highway / Major Road	Municipal Boundary - Upper Tier
ROW	Municipal Boundary - Lower Tier
Property Boundary	

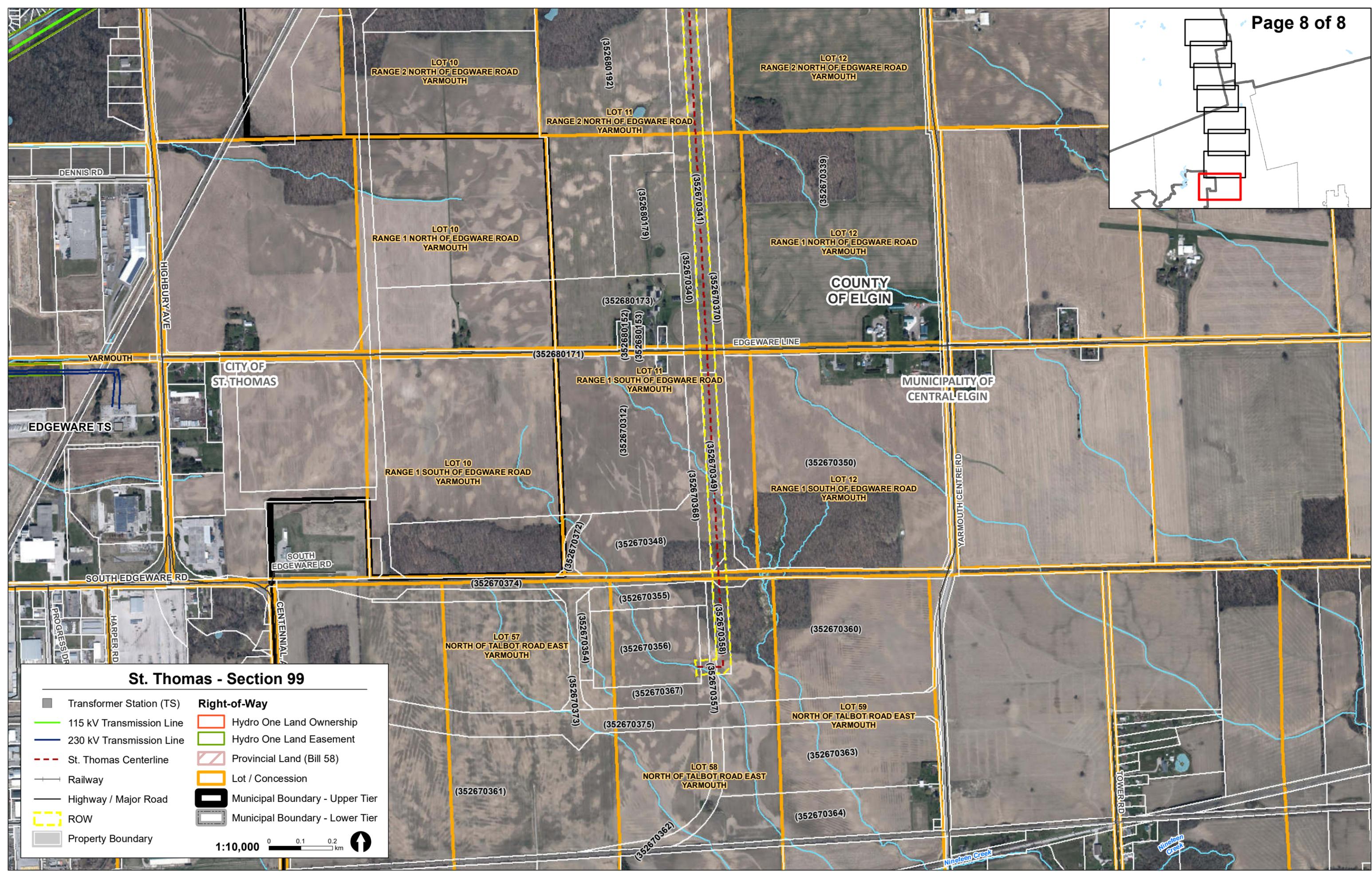
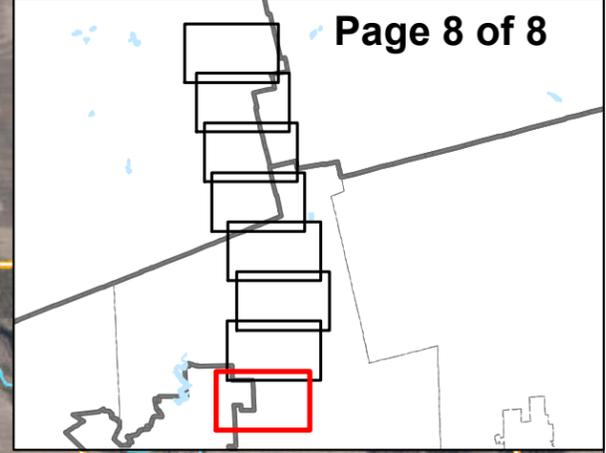
1:10,000



St. Thomas - Section 99

Transformer Station (TS)	Right-of-Way
115 kV Transmission Line	Hydro One Land Ownership
230 kV Transmission Line	Hydro One Land Easement
St. Thomas Centerline	Provincial Land (Bill 58)
Railway	Lot / Concession
Highway / Major Road	Municipal Boundary - Upper Tier
ROW	Municipal Boundary - Lower Tier
Property Boundary	

1:10,000



St. Thomas - Section 99

Transformer Station (TS)	Right-of-Way
115 kV Transmission Line	Hydro One Land Ownership
230 kV Transmission Line	Hydro One Land Easement
St. Thomas Centerline	Provincial Land (Bill 58)
Railway	Lot / Concession
Highway / Major Road	Municipal Boundary - Upper Tier
ROW	Municipal Boundary - Lower Tier
Property Boundary	

1:10,000

APPENDIX 5

Description of Lands and Specific Interests in Lands over which Authority to
Expropriate is being Requested

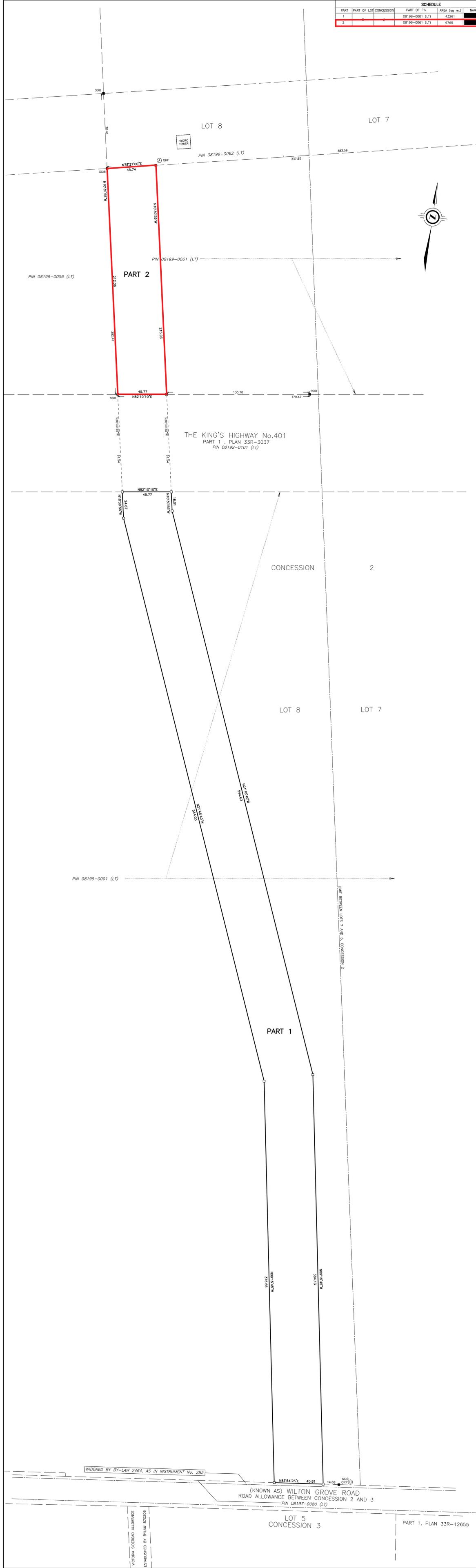
APPENDIX 5 - DESCRIPTION OF LANDS AND SPECIFIC INTERESTS IN LANDS OVER WHICH AUTHORITY TO EXPROPRIATE IS BEING REQUESTED

#	Hydro One's File No.	Municipality	Property Identification Number	Registered Property Owner Name(s)	Legal Description of Property (per Parcel Register)	General Description of Interest to be Expropriated	Name(s) of Other Registered Interest Holder(s) on Title	Type of Interest	Instrument	Voluntary Land Rights Agreement Status (as of March 23, 2026)
1	L01 in Appendix 6 of Exhibit A-1-1	London	081990061		PART LOT 7 AND PART NORTH 1/2 LOT 8 CONCESSION 2 AS IN 745242; TOGETHER WITH 745242; LONDON/WESTMINSTER	Permanent Easement (Corridor)				Voluntary Land Rights Agreement Offer presented, but not yet entered into.
2	L02 in Appendix 6 of Exhibit A-1-1	London	081990001		PART LOT 7 AND PART OF THE SOUTH 1/2 LOT 8 CONCESSION 2; DESIGNATED PART 1, 33R5899; S/T EASE OVER PART 1, 33R-15461 AS IN ER256885; LONDON/WESTMINSTER	Permanent Easement (Corridor)		EASEMENT CHARGE NO ASSG LESSEE INT	ER256885 ER806656 ER850817	Voluntary Land Rights Agreement Offer presented, but not yet entered into.
3	L04 in Appendix 6 of Exhibit A-1-1	London	081960002		SOUTH 1/2 LOT 5 AND SOUTH 1/2 LOT 4, CONCESSION 3; DESIGNATED PART 1, 33R5501 TOWN OF WESTMINSTER	Permanent Easement (Corridor)				Voluntary Land Rights Agreement Offer presented, but not yet entered into.
4	L11 in Appendix 6 of Exhibit A-1-1	London	082010014		PART SOUTH 1/2 LOT 6, CONCESSION 7, AS IN ER792615; LONDON/WESTMINSTER	Permanent Easement (Corridor)		Chargee	ER1101072	Voluntary Land Rights Agreement Offer presented, but not yet entered into.
5	L12 in Appendix 6 of Exhibit A-1-1	London	082010029		PART LOT 6 AND PART LOT 7, CONCESSION 8 AS IN 453655 LONDON/WESTMINSTER	Permanent Easement (Corridor)		Chargee	ER1101072	Voluntary Land Rights Agreement Offer presented, but not yet entered into.
6	CE01 in Appendix 6 of Exhibit A-1-1	Central Elgin	352690107		PT BOUNDARY LINE BTN WESTMINSTER AND YARMOUTH CLOSED BY E291517, PT 1 11R3079; PT N1/2 LT 12 CON 14 YARMOUTH AS IN E243306; CENTRAL ELGIN	Permanent Easement (Corridor)		LEASE ASSIGNMENT LEASE	E221336 E234362	Voluntary Land Rights Agreement Offer presented, but not yet entered into.
7	CE03 in Appendix 6 of Exhibit A-1-1	Central Elgin	352690120		PT LT 12 CON 13 YARMOUTH AS IN E175572; CENTRAL ELGIN	Permanent Easement (Corridor)		LEASE ASSIGNMENT LEASE ASSIGNMENT LEASE	E221337 E234362 E248174	Voluntary Land Rights Agreement Offer presented, but not yet entered into.

APPENDIX 6

Draft Reference Plans

SCHEDULE					
PART	PART OF LOT	CONCESSION	PART OF PIN	AREA (sq. m.)	NAME OF MOST RECENT TRANSFEREE
1			08199-0001 (LT)	43261	
2			08199-0061 (LT)	9765	



PLAN OF SURVEY OF
 PART OF LOT 8
 CONCESSION 2
 GEOGRAPHIC TOWNSHIP OF WESTMINSTER
 NOW IN THE
 CITY OF LONDON
 COUNTY OF MIDDLESEX
 SCALE 1 : 1000

THE INTENDED PLOT SIZE OF THIS PLAN IS 609mm IN WIDTH BY 1500mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000
 J.D. BARNES LIMITED

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

INTEGRATION DATA		
OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0), COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.		
POINT ID	EASTING	NORTHING
ORP (A)	488 569.250	4 754 606.153
ORP (B)	488 892.467	4 753 403.123

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
 THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 1247.336 N 15°14'36" W

NOTES
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999567.

- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET
 - SIB DENOTES STANDARD IRON BAR
 - SSIB DENOTES SHORT STANDARD IRON BAR
 - IB DENOTES IRON BAR
 - PB DENOTES PLASTIC BAR
 - WIT DENOTES WITNESS
 - MEAS DENOTES MEASURED
 - JOB DENOTES J.D. BARNES LIMITED

ALL SET SSB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON XXXXXX XX, 2025

DATE _____ GENIPHILL LAMOND
 ONTARIO LAND SURVEYOR

J.D. BARNES SURVEYING
 LIMITED G1R
 LAND INFORMATION SPECIALISTS
 140 BURNHAM DRIVE, SUITE 209, MARKHAM, ON L3R 6H1
 T: (905) 475-3600 F: (905) 475-3862 www.jdbarnes.com

DRAWN BY: NK CHECKED BY: GL REFERENCE NO.: 24-23-850-00-A1
 DATED: 2026-02-18

WIDENED BY BY-LAW 2464, AS IN INSTRUMENT No. 285

(KNOWN AS) WILTON GROVE ROAD
 ROAD ALLOWANCE BETWEEN CONCESSION 2 AND 3
 PIN 08197-0080 (LT)

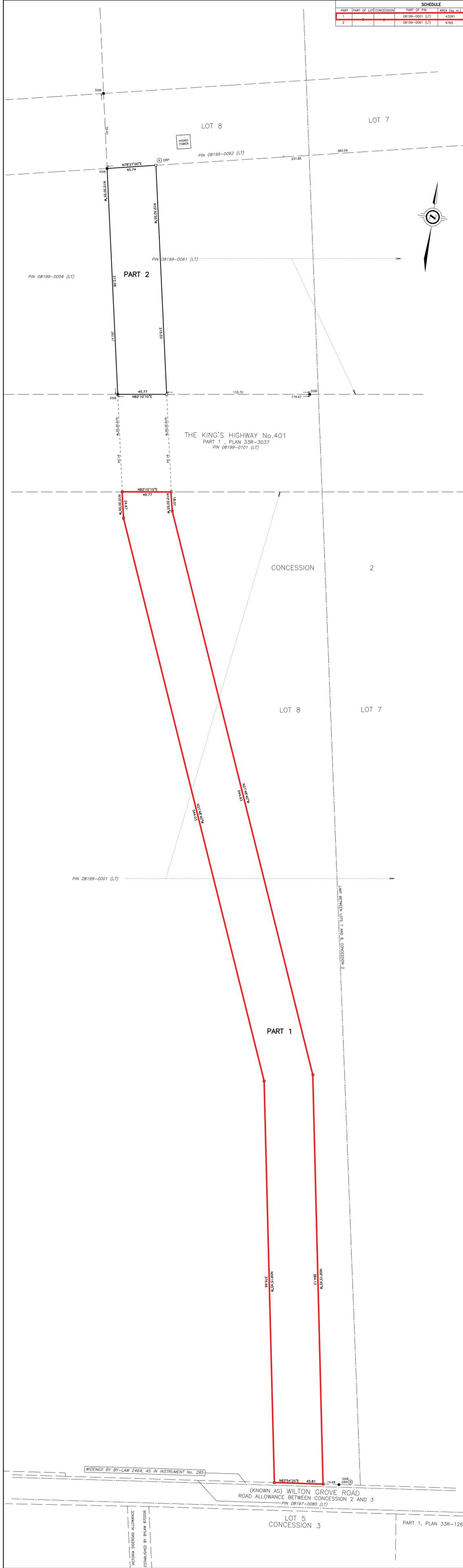
LOT 5
 CONCESSION 3

PART 1, PLAN 33R-12655

VICTORIA SHERROAD ALLOWANCE
 ESTABLISHED BY BY-LAW 8702026

SCHEDULE				
PART	PART OF LOT/CONCESSION	PART OF PIN	AREA (sq. m.)	NAME OF MOST RECENT TRANSFEREE
1		08199-0001 (LT)	43261	
2		08199-0061 (LT)	9765	

Filed: 2026-03-04
 EB-2026-0083
 Appendix 6 - L02
 Page 1 of 1



PLAN OF SURVEY OF
 PART OF LOT 8
 CONCESSION 2
 GEOGRAPHIC TOWNSHIP OF WESTMINSTER
 NOW IN THE
 CITY OF LONDON
 COUNTY OF MIDDLESEX
 SCALE 1 : 1000



THE INTENDED PLOT SIZE OF THIS PLAN IS 609mm IN WIDTH BY 1500mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000
 J.D. BARNES LIMITED
METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

INTEGRATION DATA			
OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0), COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.			
POINT ID	EASTING	NORTHING	
ORP (A)	488 569.250	4 704 606.153	
ORP (B)	488 892.467	4 753 403.123	

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 1247.336 N 19°14'36" W
NOTES
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999567.

- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET
 - SIB DENOTES STANDARD IRON BAR
 - SSB DENOTES SHORT STANDARD IRON BAR
 - IB DENOTES IRON BAR
 - PB DENOTES PLASTIC BAR
 - WIT DENOTES WITNESS
 - MEAS DENOTES MEASURED
 - JOB DENOTES J.D. BARNES LIMITED

ALL SET SSB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON XXXXXX XX, 2025

DATE _____ GENIPHILL LAMOND
 ONTARIO LAND SURVEYOR

J.D. BARNES SURVEYING
 LIMITED
 LAND INFORMATION SPECIALISTS
 140 BENTLEY DRIVE, SUITE 309, MARKHAM, ON L3R 0H1
 T: (905) 475-3600 F: (905) 475-3882 www.jdbarnes.com

DRAWN BY: NK CHECKED BY: GL REFERENCE NO.: 24-23-850-00-A1
 DATED: 2026-02-18

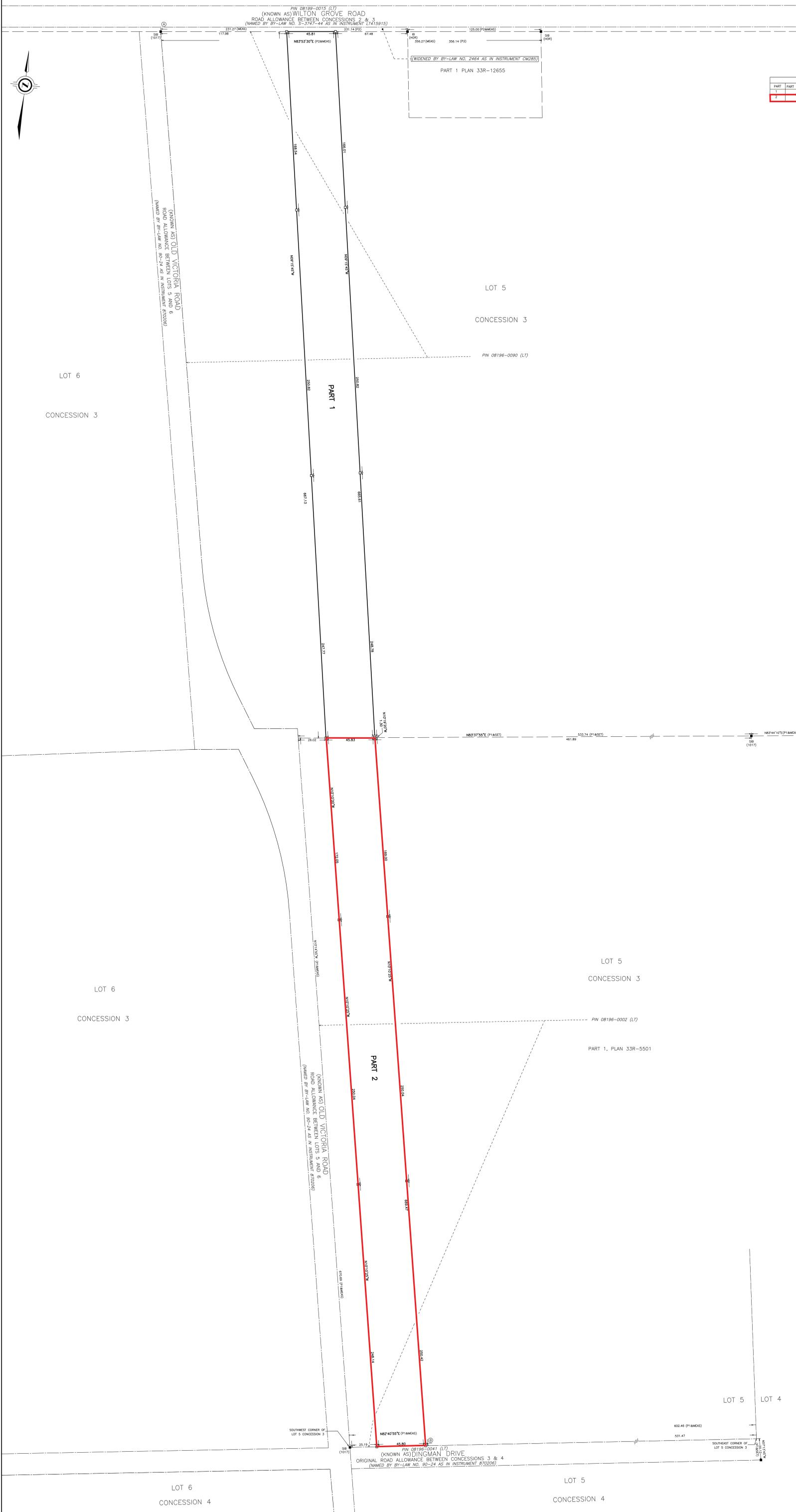
WIDENED BY BY-LAW 2464, AS IN INSTRUMENT No. 285

(KNOWN AS) WILTON GROVE ROAD
 ROAD ALLOWANCE BETWEEN CONCESSION 2 AND 3
 PIN 08197-0080 (LT)

LOT 5
 CONCESSION 3

PART 1, PLAN 33R-12655

VICTORIA SHERWOOD ALLOWANCE
 ESTABLISHED BY BY-LAW 870206



SCHEDULE				
PART	PART OF LOT	CONCESSION	AREA (AS M ²)	NAME OF MOST RECENT TRANSFEREE
1		08196-0090 (LT)	34434	
2		08196-0002 (LT)	30587	

PLAN OF SURVEY OF
**PART OF LOT 5
 CONCESSION 3**
 GEOGRAPHIC TOWNSHIP OF WESTMINSTER
 NOW IN THE
CITY OF LONDON
 COUNTY OF MIDDLESEX

SCALE 1 : 1000

THE INTENDED PLOT SIZE OF THIS PLAN IS 915mm IN WIDTH BY 1500mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000

J.D. BARNES LIMITED
METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, MODELS (OSM) (2016).
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99997.
 FOR BEARING COMPARISONS, A ROTATION OF 0°04'05" CLOCKWISE WAS APPLIED TO BEARINGS ON P1.

INTEGRATION DATA			
POINT ID	EASTING	NORTHING	
ORP (A)	488 733.91	4 753 358.76	
ORP (B)	489 122.21	4 752 050.59	

COORDINATES SHOWN IN THESE NOTES ARE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
 THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 1356.54 N 18°38'25" W

LEGEND

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET
- SB DENOTES STANDARD IRON BAR
- IB DENOTES IRON BAR
- MEAS DENOTES MEASURED
- 1017 DENOTES CALDON DIEZ INC., O.L.S.
- HCR DENOTES HOLSTAD, ORENDOFF & REDMOND, O.L.S.'s
- P1 DENOTES PLAN 33R-5501
- P2 DENOTES PLAN 33R-12655

ALL SET SB8 AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF OREG. 525/91.

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON XXXXXX XX, 202X

DATE: 21/11/25
 THIS PLAN OF SURVEY RELATES TO A015 PLAN SUBMISSION FORM NUMBER XXXXXX

GENPHELL LAOUDIC
 ONTARIO LAND SURVEYOR

J.D. BARNES SURVEYING
 MAPPING
 LAND INFORMATION SPECIALISTS
 144 HENRIEV DRIVE, SUITE 108, MARKHAM, ON L3R 0E8
 T: (905) 477-3889 F: (905) 477-3882 www.jdbarnes.com

DRAWN BY: AT/M CHECKED BY: CL REFERENCE NO: 24-23-850-00-42
 DATED: 21/11/25

SCHEDULE					
PART	PART OF LOT	CONCESSION	PART OF PIN	AREA (sq. m.)	NAME OF MOST RECENT TRANSFEREE
1			08201-0015 (LT)	29808	
2			08201-0014 (LT)	29879	

Filed: 2026-03-04
 EB-2026-0083
 Appendix 6 - L11
 Page 1 of 1



LOT 6 CONCESSION 6

(KNOWN AS) MANNING DRIVE
 ROAD ALLOWANCE BETWEEN CONCESSIONS 6 AND 7
 NAMED BY TOWN BY-LAW No. 90-24 AS IN INSTRUMENT 870206
 PIN 08201-0036(LT)

PLAN OF SURVEY OF
PART OF LOT 6
CONCESSION 7
 GEOGRAPHIC TOWNSHIP OF WESTMINSTER
 NOW IN THE
CITY OF LONDON
 COUNTY OF MIDDLESEX
 SCALE 1 : 1000



THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 1500mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000

J.D. BARNES LIMITED
METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

INTEGRATION DATA
 OBSERVED REFERENCE POINTS (ORP's): UTM ZONE 17, NAD83 (CSRS) (2010.0), COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.

POINT ID	EASTING	NORTHING
ORP (A)	489 622.34	4 747 969.62
ORP (B)	489 853.91	4 746 687.05

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
 THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 1303.87 N10714'05"W

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

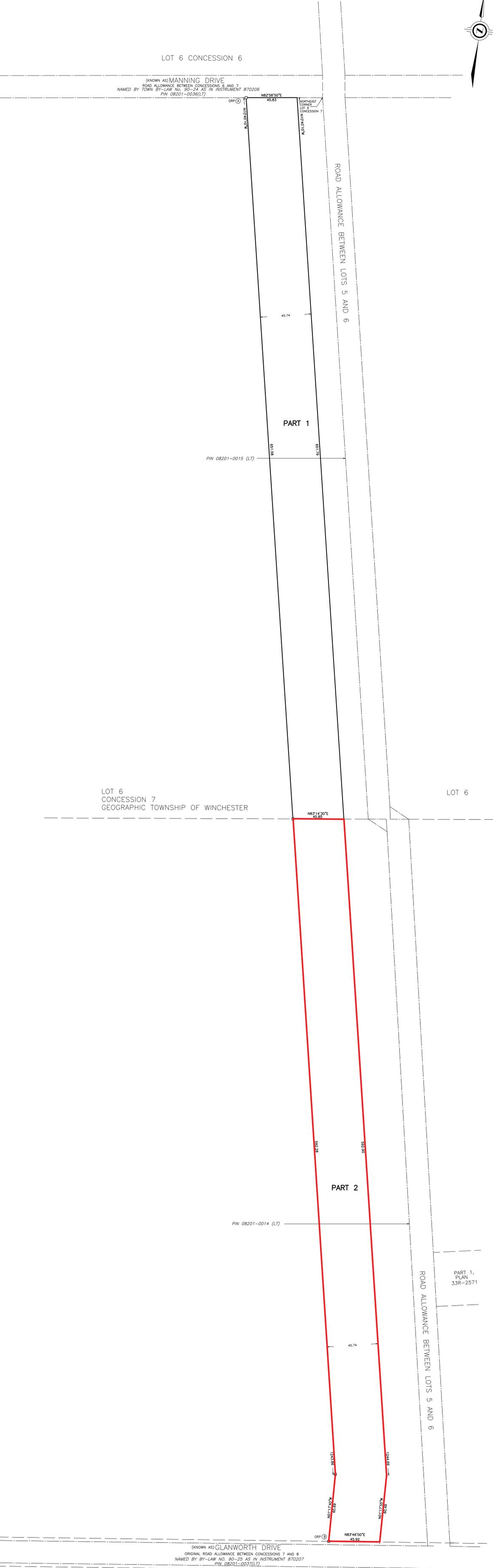
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999967.

FOR BEARING COMPARISONS, A ROTATION OF XXXXXX' COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN XXX-XXXXX.

LEGEND

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- PB DENOTES PLASTIC BAR
- WT DENOTES WITNESS
- MEAS DENOTES MEASURED
- JOB DENOTES J.D. BARNES LIMITED

ALL SET SSIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 325/91.



SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON MONTH DAY, 2024

MM/DD/YYYY DATE KEVIN CHEON ONTARIO LAND SURVEYOR
 THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER XXXXXX

ONTARIO LAND SURVEYOR

J.D. BARNES LIMITED SURVEYING MAPPING GIS
 LAND INFORMATION SPECIALISTS
 140 BENTLEY DRIVE, SUITE 100, MARKHAM, ON L3R 6H3
 T: (905) 475-3800 F: (905) 475-3882 www.jdbarnes.com

DRAWN BY: ST CHECKED BY: KC REFERENCE NO.: 24-23-850-00
 DATE: DATE DATE

LOT 6 CONCESSION 8

(KNOWN AS) GLANWORTH DRIVE
 ORIGINAL ROAD ALLOWANCE BETWEEN CONCESSIONS 7 AND 8
 NAMED BY BY-LAW NO. 90-25 AS IN INSTRUMENT 870207
 PIN 08201-0037(LT)

FILE: 24-23-850-00 - Information: 2024-03-04 11:58 AM - 2024-03-04 11:58 AM

SCHEDULE				
PART	DESCRIPTION	PART OF PIN	AREA (sq. m.)	NAME OF MOST RECENT TRANSFEREE
1	PART OF LOT 6, CONCESSION 8, TOWNSHIP OF WESTMINSTER	08201-0029 (LT)	20396	
2	PART OF ROAD ALLOWANCE BETWEEN TOWNSHIP OF WESTMINSTER, AND TOWNSHIP OF YARMOUTH	08201-0038 (LT)	482	

PLAN OF SURVEY OF
**PART OF LOT 6
 CONCESSION 8**
 GEOGRAPHIC TOWNSHIP OF WESTMINSTER
 AND
**PART OF ROAD ALLOWANCE
 BETWEEN TOWNSHIP OF
 WESTMINSTER, AND TOWNSHIP OF
 YARMOUTH**
 NOW IN THE
CITY OF LONDON
 COUNTY OF MIDDLESEX
 SCALE 1 : 1000



THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 919mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000
 J.D. BARNES LIMITED
 DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRIC METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

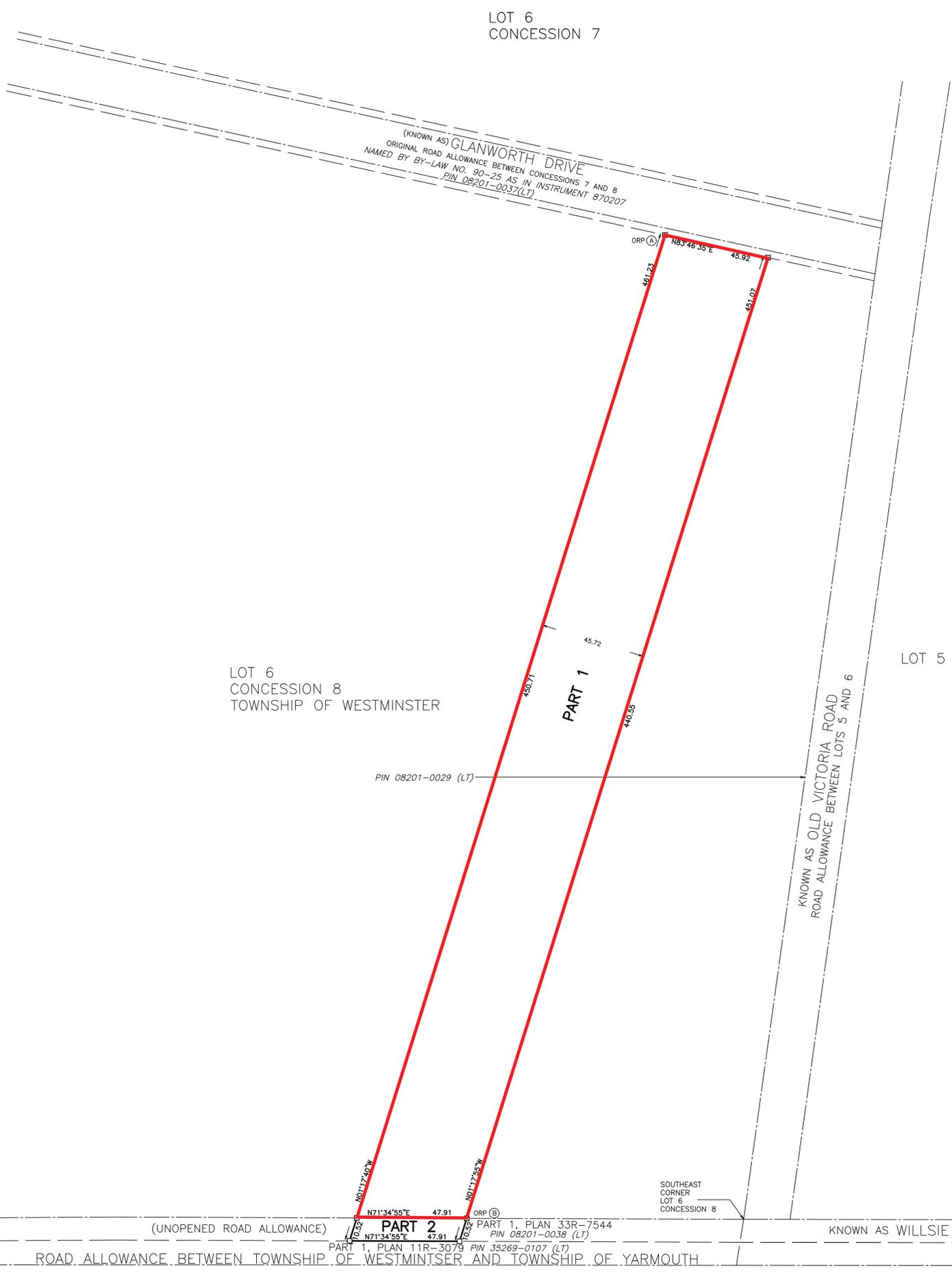
INTEGRATION DATA			
OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0). COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.			
POINT ID	EASTING	NORTHING	
ORP (A)	489 854.50	4 746 660.75	
ORP (B)	489 910.11	4 746 225.48	
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.			
THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 438.99 N07°16'50"W			

NOTES
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).
 DISTANCES ARE GROUND, AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999567.

LEGEND

■	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT SET
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
IB	DENOTES	IRON BAR
PB	DENOTES	PLASTIC BAR
WIT	DENOTES	WITNESS
MEAS	DENOTES	MEASURED
JDB	DENOTES	J.D. BARNES LIMITED

ALL SET SSIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.



LOT 6
 CONCESSION 8
 TOWNSHIP OF WESTMINSTER

LOT 5

LOT 12
 CONCESSION 4
 GEOGRAPHIC TOWNSHIP OF YARMOUTH

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON _____ MONTH DAY, YEAR

MM/DD/YYYY
 DATE
 GENPHILL LAOMOC
 ONTARIO LAND SURVEYOR
 THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER XXXXXX

J.D. BARNES LIMITED LAND INFORMATION SPECIALISTS 140 RENFREW DRIVE, SUITE 100, MARKHAM, ON L3R 6B3 T: (905) 477-3600 F: (905) 477-3882 www.jdbarnes.com		SURVEYING MAPPING GIS

SCHEDULE			
PART	DESCRIPTION	PART OF PIN	AREA (sq. m.)
1	PART OF ROAD ALLOWANCE BETWEEN TOWNSHIPS OF WESTMINSTER, COUNTY OF MIDDLESEX AND TOWNSHIP OF YARMOUTH, COUNTY OF ELGIN AND PART OF LOT 12, CONCESSION 14 TOWNSHIP OF YARMOUTH	35269-0107 (LT)	18427
2	PART OF LOT 12, CONCESSION 14 TOWNSHIP OF YARMOUTH	35269-0108 (LT)	24228



PLAN OF SURVEY OF
PART OF ROAD ALLOWANCE BETWEEN TOWNSHIPS OF WESTMINSTER, COUNTY OF MIDDLESEX AND TOWNSHIP OF YARMOUTH, COUNTY OF ELGIN
 (STOPPED-UP BY BY-LAW 3052 AS IN INSTRUMENT E291517)
 AND
PART OF LOT 12 CONCESSION 14
 GEOGRAPHIC TOWNSHIP OF YARMOUTH
 MUNICIPALITY OF CENTRAL ELGIN
 COUNTY OF ELGIN
 SCALE 1 : 1000

THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 1500mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000
 J.D. BARNES LIMITED
 METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

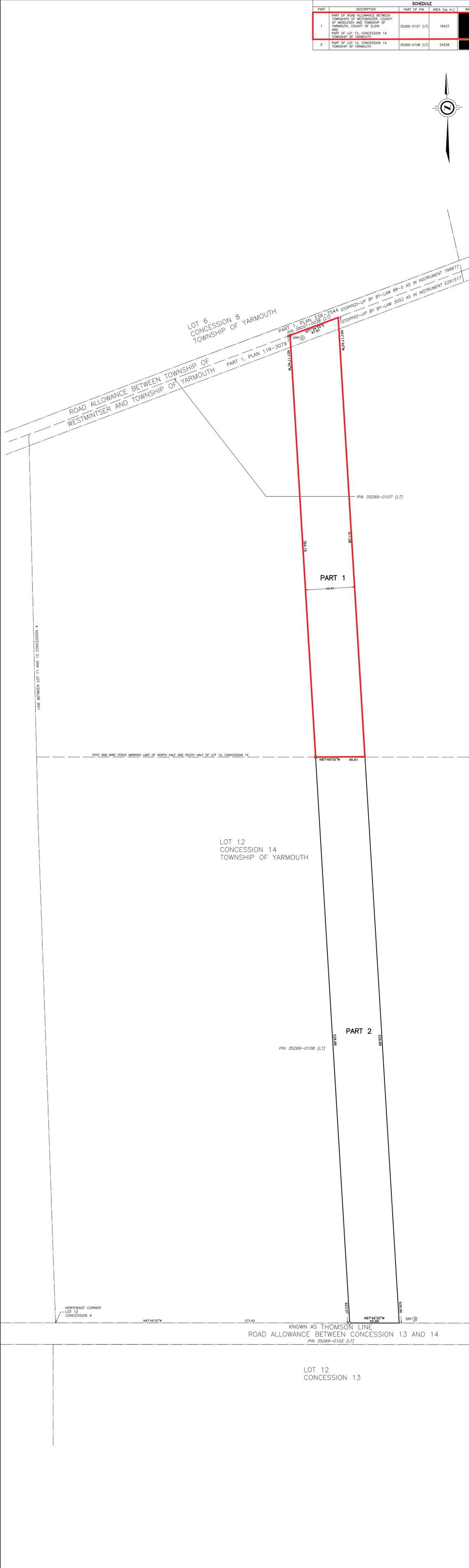
INTEGRATION DATA			
OBSERVED REFERENCE POINTS (ORP): UTM ZONE 17, NAD83 (CSRS) (2010.0), COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.			
POINT ID	EASTING	NORTHING	
ORP (A)	489 864.91	4 746 199.83	
ORP (B)	489 931.65	4 745 275.65	

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
 THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 928.99 N04°07'50"W

NOTES
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999567.
 FOR BEARING COMPARISONS, A ROTATION OF "XXXXXX" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN XXXX-XXXXXX.

LEGEND
 ■ DENOTES SURVEY MONUMENT FOUND
 □ DENOTES SURVEY MONUMENT SET
 SIB DENOTES STANDARD IRON BAR
 SSIB DENOTES SHORT STANDARD IRON BAR
 IB DENOTES IRON BAR
 PB DENOTES PLASTIC BAR
 WT DENOTES WITNESS
 MEAS DENOTES MEASURED
 JOB DENOTES J.D. BARNES LIMITED

ALL SET SIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF OREG. 202/91.



SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON _____

DATE _____ SENPHIL LAOKOS
 ONTARIO LAND SURVEYOR
 THIS PLAN OF SURVEY RELATES TO ADSL PLAN SUBMISSION FORM NUMBER XXXXXXX

J.D. BARNES LIMITED SURVEYING MAPPING GIS
 LAND INFORMATION SPECIALISTS
 140 DENISON DRIVE, SUITE 209, MARKHAM, ON L3R 4B3
 T: (905) 477-1600 F: (905) 477-1862 www.jdbarnes.com

DRAWN BY: ST CHECKED BY: KC REFERENCE NO.: 24-23-850-00-01
 DATED: _____ DATE: _____

PLOT DATE: 11/24/2024 11:58 AM

PART	PART OF LOT	CONCESSION	PART OF PIN	AREA	NAME OF MOST RECENT TRANSFEREE
1	12	13	35269-0120 (LT)	40855	

(KNOWN AS) THOMSON LINE
ROAD ALLOWANCE BETWEEN CONCESSION 13 AND 14
PIN 35269-0102 (LT)

SSIB
ORP (A)
N87°49'05"W
45.96

SSIB

N87°49'05"W

281.35

NORTHWEST CORNER
LOT 12, CONCESSION 13



PLAN OF SURVEY OF
PART OF LOT 12
CONCESSION 13
GEOGRAPHIC TOWNSHIP OF YARMOUTH
NOW IN THE
MUNICIPALITY OF CENTRAL ELGIN
COUNTY OF ELGIN
SCALE 1 : 1000



THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 919mm
IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000

J.D. BARNES LIMITED
METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN
METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0).
COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG. 216/10.

POINT ID	EASTING	NORTHING
ORP (A)	489 886.20	4 745 257.25
ORP (B)	490 194.34	4 744 431.64

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH
CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 881.63 N20°28'00"W

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS
A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17,
NAD83 (CSRS) (2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY
THE COMBINED SCALE FACTOR OF 0.999567.

FOR BEARING COMPARISONS, A ROTATION OF "XXXX" COUNTER-CLOCKWISE WAS
APPLIED TO BEARINGS ON PLAN "XXR-XXXX".

LEGEND

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- PB DENOTES PLASTIC BAR
- WIT DENOTES WITNESS
- MEAS DENOTES MEASURED
- JDB DENOTES J.D. BARNES LIMITED

ALL SET SSIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN
AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH
SECTION 11 (4) OF O.REG. 525/91.

LOT 12
CONCESSION 13
GEOGRAPHIC TOWNSHIP OF YARMOUTH

LOT 13

PIN 35269-0120 (LT)

PART 1

N47°22'20"N
388.38

N46°22'00"N
457.97

PART 1, PLAN 11R-162

(KNOWN AS) YARMOUTH CENTRE ROAD
ROAD ALLOWANCE BETWEEN LOTS 12 AND 13
PIN 35270-0127 (LT)

SSIB
ORP (B)

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 - THE SURVEY WAS COMPLETED ON XXXXXX XX, 2024

DATE _____ GENIPHILL LAOMOC
ONTARIO LAND SURVEYOR
THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER XXXXXX



J.D. BARNES LIMITED
SURVEYING
MAPPING
GIS
LAND INFORMATION SPECIALISTS
140 RENFREW DRIVE, SUITE 100, MARKHAM, ON L3R 6B3
T: (905) 477-3600 F: (905) 477-3882 www.jdbarnes.com

DRAWN BY: ST	CHECKED BY: GL	REFERENCE NO.: 24-23-850-00-B2
DATED: 2025-11-02		PLOT DATE: 11/4/2024 11:08 AM

APPENDIX 7

Hydro One's Land Acquisition Compensation Principles for the St. Thomas
Transmission Line Project

ST. THOMAS LINE PROJECT

LAND ACQUISITION COMPENSATION PRINCIPLES

ST. THOMAS LINE PROJECT

I. Introduction

Land Acquisition Compensation Principles

II. Acquisition Process

- A. Project Need, Corridor Identification and Approvals
- B. Introduction and Overview
- C. Allowance Payment and Access to the Preferred Route
- D. Preparation of Independent Property Appraisal Reports and Project Studies
- E. Preparation of Hydro One Property Rights Acquisition Offers
- F. Next Steps

III. Compensation Principles

- A. General Principles
- B. Principles Applicable to the Acquisition of Easement Interests
- C. Principles Applicable to the Acquisition of Fee Simple Interests
- D. Principles Applicable to the Acquisition of Voluntary Property Buyouts
- E. Summary

Appendix A

Map of 230 kV proposed Transmission Corridor Route

I. INTRODUCTION

LAND ACQUISITION COMPENSATION PRINCIPLES

As part of the Class Environmental Assessment (“EA”) process, Hydro One Networks Inc. (“Hydro One”) has selected a preferred route for the St. Thomas Line Project (the “Project”). The Project consists of the construction of a new 18 kilometre double-circuit 230 kilovolt transmission line tapping from Hydro One’s existing M31W/M33W Transmission line located in the City of London to Hydro One’s Centennial Transformer Station, located in the City of St. Thomas. The preferred route where Hydro One’s property interests are proposed is referred to in this document as the “Project Corridor”. A map of the Project Corridor is outlined in Appendix A.

The Land Acquisition Compensation Principles (LACP) are designed to guide the voluntary land rights agreements for the project and inform directly affected property owners (“Property Owners”) about the compensation principles Hydro One will apply. Hydro One’s central consideration is the need for property owners to have flexibility and choice while balancing Hydro One’s desire to achieve timely agreements for property interests and its obligation to ensure that expenditures are fair and reasonable.

Hydro One is committed to working collaboratively with Property Owners along the preferred route to reach voluntary agreements. Hydro One employs an open, fair, transparent, and consistent approach for all affected property owners while respecting the unique interests of each property. These project-specific compensation principles are based upon Hydro One’s experience with land acquisitions for new transmission line projects.

II. ACQUISITION PROCESS

A. PROJECT NEED, CORRIDOR IDENTIFICATION AND APPROVALS

Hydro One is committed to energizing life for communities, people, and businesses across Ontario. As industry grows, so does the need for safe and reliable power. Last year, Volkswagen Group announced that PowerCo Canada Inc. will build its largest electric vehicle battery cell manufacturing plant in the City of St. Thomas. For more information on the project please visit <https://www.hydroone.com/about/corporate-information/major-projects/st-thomas>. The proposed project will follow the "Class Environmental Assessment for Minor Transmission Facilities" (Class EA for MTF, 2022), established in accordance with the *Ontario Environmental Assessment Act*. This planning process applies to transmission infrastructure projects that are carried out routinely and have predictable environmental effects that can be readily managed.

B. INTRODUCTION AND OVERVIEW

In parallel to the EA Hydro One will proceed with the land acquisition process for the Project. The process will commence with individual meetings between Hydro One's dedicated Real Estate Representatives and Property Owners. This meeting is intended to review and discuss the process and land acquisition compensation principles, as set out in this document. Property Owners will be provided the necessary time throughout the process to review the materials, complete follow-up meetings and discussions with their Hydro One Real Estate Representative.

C. ALLOWANCE PAYMENT AND ACCESS TO THE PREFERRED ROUTE

At the initial meeting with affected Property Owners, Hydro One's Real Estate Representative will offer two immediate payments:

- (i) An immediate Allowance Payment of \$5,000.00 in recognition of the Property Owner's time taken to receive and discuss Hydro One's real estate requirements throughout the Project.
- (ii) An immediate Access Payment of \$5,000.00 for allowing Hydro One's consultants access to and along the Project Corridor to conduct pre-construction activities. Pre-construction activities typically include environmental studies, engineering studies, land appraisal reports and legal surveys of the Project Corridor. In addition to this immediate payment, Hydro One commits to pay for any associated cropland out of production, crop and other damages that may occur given Hydro One's and their consultants' presence for the Project during this access requirement.

Hydro One is scheduled to begin its pre-construction activities in the immediate future where possible. Understanding some Property Owners form part of the farming and agri-business community, there may be a preference for activities to take place post-2024 harvest. Hydro One will provide property owner choice in when these activities will commence in 2024 and/or early 2025.

Acceptance of the Allowance Payment and Access Payment does not obligate the Property Owner to convey any permanent land rights to Hydro One for the Project Corridor.

D. PREPARATION OF INDEPENDENT PROPERTY APPRAISAL REPORTS AND OTHER PROJECT STUDIES

Hydro One and its consultants will collect all pertinent property information in support of the Project. The consultants include accredited independent appraisers who will prepare site-specific appraisal reports. These reports will quantify the fair market value of each property interest on the Project Corridor along with injurious affection, if applicable.

All appraisers retained by Hydro One have received an Accredited Appraiser Canadian Institute (AACI) designation from the Appraisal Institute of Canada. This ensures that appraisals are conducted in accordance with professional standards established by the Appraisal Institute of Canada. These independent site-specific appraisal reports will begin in mid 2025 or sooner.

In addition, Hydro One's contracted independent appraiser will complete a market value study to determine if market fluctuations between the effective date of the site-specific appraisal and when Hydro One exercises the option agreement, warrants a market value top-up (the "Market Value Top-Up"). The application of the Market Value Top-Up will be based on an analysis of real estate transactions in the broad market during this timeframe. Property owners have reassurance that their LACP offer will not decrease if the market fluctuates downward after executing their voluntary agreements.

E. PREPARATION OF HYDRO ONE PROPERTY RIGHTS ACQUISITION OFFERS

Hydro One will present each Property Owner with a formal voluntary land acquisition offer (the "Offer") based upon the information contained in the independent site-specific appraisal report. As part of the Offer, Property Owners will be provided with a copy of the appraisal

report, together with a sketch plan of the property interest to be acquired.

F. NEXT STEPS

Following receipt and consideration of Hydro One's Offer, the next steps in the process will depend upon whether individual Property Owners consider Hydro One's Offer acceptable. If the Offer is accepted, the acquisition process will proceed and the parties will finalize and execute the necessary legal documentation.

However, if the Property Owner elects to further assess/review the Offer utilizing an independent appraiser to complete an additional site-specific appraisal, Hydro One will reimburse the Property Owner up to \$7,500.00, which is the expected cost of an additional site-specific appraisal report. To be eligible for this reimbursement, the Property Owner must notify Hydro One of its decision to retain independent appraisal services. An independent appraisal carried out for the Property Owner must be conducted by an AACI accredited appraiser and a copy of the site-specific appraisal report is to be provided to Hydro One before reimbursement is paid. If a Property Owner proceeds with this choice, they will forgo the 'Acceptance of the Hydro One Offer' incentive (as described in Section III, Parts B & C).

Reimbursement of the above-noted independent appraisal costs is in no way intended to bind the Property Owner to voluntarily convey the property interests required by Hydro One.

Hydro One's Offer will remain open for acceptance for a limited period of time. Property Owners are assured of reasonably sufficient time to consider the Offer, inclusive of the required efforts of independent appraisal and legal reviews as may be initiated by the Property Owners.

If the parties are unable to complete a voluntary property settlement, Hydro One will file an application to obtain authorization from the Ontario Energy Board (OEB) to acquire permanent land rights under Section 99, Expropriation of the *Ontario Energy Board Act, 1998* ("OEB Act"). Property Owners will be given written notice prior to Hydro One filing this application. Once the application is filed, Hydro One's current Offer will lapse, and the Property Owner will be provided a revised Offer.

While the revised Offer will comply with the compensation requirements of the *Expropriations Act*, it will include limited compensation incentives (as described further in this document), resulting in a reduced Offer.

III. COMPENSATION PRINCIPLES

A. GENERAL PRINCIPLES

This section describes the general principles Hydro One will follow in respect to the voluntary acquisition of property interests for the Project:

Property Owner Choice

Property Owners will be offered the choice of Hydro One acquiring either an easement or the fee simple interest in the lands required for the Project Corridor.

Independent Property Valuation

Hydro One's Offers will be based upon site-specific appraisal reports prepared by external, independent appraisers who have received an Accredited Appraiser Canadian Institute (AACI) designation from the Appraisal Institute of Canada (AIC). This ensures that appraisals are conducted in accordance with professional standards established by the AIC. The appraiser will be directed to complete site-specific appraisals which will include a Property Owner interview and inspection of the property.

Incentive-Based Compensation Offers

Compensation premiums, over and above fair market value, as set out herein will be made available as an incentive to achieve the timely acquisition of required property interests. Incentives will be applied on a fair, transparent and consistent basis.

Mitigating Physical Property Damages

Upon acceptance of the Offer by the Property Owner and subject to Approvals, Hydro One will complete the acquisition of the property interests and commence construction activities in accordance with its plans and schedule. During pre-construction and construction activities, Hydro One commits to working with Property Owners to ensure physical property damages are mitigated. If mitigation is not possible,

Hydro One will compensate Property Owners for all physical damages that arise out of the pre-construction and construction related activities by Hydro One and/or its contractors.

B. PRINCIPLES APPLICABLE TO THE ACQUISITION OF EASEMENT INTERESTS

This section describes more specific compensation principles applicable to the voluntary acquisition of easement interests. Hydro One commits to implementing the following easement compensation principles:

Valuation of Easement Interest

Hydro One's Offer will value all easement interests based upon 75% of the appraised fair market value of the subject property applied to Hydro One's individual property requirements.

Injurious Affection

Compensation for injurious affection is provided when reductions to the market value of the remaining property interests are estimated to result from Hydro One's use of the interest in the portion of the property required for the Project. This amount is determined as part of the independent appraisal process. The analysis takes into consideration various attributes of the remaining property and whether a loss in market value is likely to result from the construction and operation of the Project.

Hydro One will ensure that all appraisals prepared by Hydro One's contracted independent appraisers consider and, where applicable, make provision for any injurious affection arising to the remaining acreage of the property directly impacted by the Project Corridor that is owned by the Property Owner.

Incentive Compensation

Property Owners who accept Hydro One's Offer to acquire easement interests will be provided with the following incentive compensation amounts:

Premium Above Fair Market Value

An amount equal to 50% of the appraised fair market value of the acreage over which the easement interest will be taken. This equates to a total fair market value payment of 125% for the easement interest required for the Project Corridor; plus

Option Payment

A payment between a minimum of \$10,000.00 and a maximum of \$30,000.00 based upon 15% of the fair market value of the easement interest at 125%, paid at the time the agreement is executed; plus

Acceptance of the Hydro One Offer

At the time Hydro One and the Property Owner completes the transaction, a further payment between a minimum of \$10,000.00 and a maximum of \$30,000.00 based upon 10% of the combined total of the appraised fair market value of the easement area valued at 125% and any applicable injurious affection. Payment of this incentive is conditional on the Property Owner not requesting reimbursement of costs for an additional independent appraisal report (as described in Section II, Part F).

Market Value Top-Up

Market Value Top-Up (as described in Section II, Part D), if deemed applicable by the independent appraiser, will be applied to the following components of the Offer:

- Valuation of Easement Interest at 75%;
- Injurious Affection payment, if applicable;
- Premium Above Fair Market Value at 50%

Property owners have reassurance that the Offer presented will not decrease if the market fluctuates downward after executing their voluntary agreements.

Other Compensation

Hydro One commits to reimbursing Property Owners for reasonably incurred transaction costs (such as lawyer's fees) associated with the review and completion of applicable conveyancing documents.

For any agricultural lands impacted by the Project Corridor, Hydro One will compensate for cropland out-of-production and crop loss associated with the Project. Compensation will be provided for cropland out-of-production experienced during pre-construction and construction activities. Additionally, Hydro One will compensate for crop yield loss experienced post-construction (e.g. compaction). A Project specific "Cropland Out-of-Production Program" will be shared with Property Owners whose agricultural lands are impacted by the Project.

Each Property Owner affected by the loss of wooded areas on the Project Corridor will be offered a one-time payment recognizing the value of any current merchantable timber. The payment will be based upon a third-party independent valuation.

Hydro One further commits to compensating Property Owners for all damages that arise out of the pre-construction and construction related activities by Hydro One and/or its contractors. The types of construction damages could include but are not limited to rutting of laneways and fence or gate damage. In addition, Property Owners are assured that all damages arising out of the Project will be rectified or reimbursed.

Hydro One will consider on a case-by-case basis whether unique or exceptional circumstances exist which require the payment of additional compensation.

C. PRINCIPLES APPLICABLE TO THE ACQUISITION OF A FEE SIMPLE (OWNERSHIP) INTEREST

This section describes the compensation principles that will be applied when Property Owners prefer to sell the fee simple interest (i.e., ownership) in a portion of the property required for the Project Corridor instead of an easement interest. In such circumstances, Hydro One will implement the following compensation principles:

Valuation

Hydro One's Offer will value fee simple interests based upon 100% of the appraised fair market value of the subject property applied to Hydro One's individual property requirements.

Injurious Affection

Compensation for injurious affection is provided when reductions to the market value of the remaining property interests are estimated to result from Hydro One's use of the interest in the portion of the property required for the Project. This amount is determined as part of the independent appraisal process. The analysis takes into consideration various attributes of the remaining property and whether a loss in market value is likely to result from the construction and operation of the Project.

Hydro One will ensure that all appraisals prepared by Hydro One's contracted independent appraisers consider and, where applicable, make provision for any injurious affection arising to the remaining acreage of the property directly impacted by the Project Corridor that is owned by the Property Owner.

Incentive Compensation

Property Owners who accept Hydro One's Offer to acquire fee simple interests will be provided with the following incentive compensation amounts:

Premium Above Fair Market Value

An amount equal to 25% of the appraised fair market value of the acreage over which the fee simple interest will be taken. This equates to a total fair market value payment of 125% for the fee simple interest required for the Project Corridor; plus

Option Payment

A payment between a minimum of \$10,000.00 and a maximum of \$30,000.00 based upon 15% of the fair market value of the easement interest at 125%, paid at the time the agreement is executed; plus

Acceptance of the Hydro One Offer

At the time Hydro One and the Property Owner completes the transaction, a further payment between a minimum of \$10,000.00 and a maximum of \$30,000.00 based upon 10% of the combined total of the appraised fair market value of the fee simple area valued at 125% and any applicable injurious affection. Payment of this incentive is conditional on the Property Owner not requesting reimbursement of costs for an additional independent appraisal report (as described in Section II, Part F).

Market Value Top-Up

Market Value Top-Up (as described in Section II, Part D), if deemed applicable by the independent appraiser, will be applied to the following components of the Offer:

- Valuation of Fee Simple Interest at 100%;
- Injurious Affection payment, if applicable;
- Premium Above Fair Market Value at 25%

Property owners have reassurance that the Offer presented will not decrease if the market fluctuates downward after executing their voluntary agreements.

Other Compensation

Hydro One commits to reimbursing Property Owners for reasonably incurred transaction costs (such as lawyer's fees) associated with the review and completion of applicable conveyancing documents.

Each Property Owner affected by the loss of wooded areas on the Project Corridor will be offered a one-time payment recognizing the value of any current merchantable timber. The payment will be based upon a third-party independent valuation.

Hydro One further commits to compensating Property Owners for all damages that arise out of the pre-construction and construction related activities by Hydro One and/or its contractors. The types of construction damages could include but are not limited to rutting of laneways and fence or gate damage. In addition, Property Owners are assured that all damages arising out of the Project will be rectified or reimbursed.

In circumstances where the Property Owner seeks to continue to use the newly acquired Project Corridor lands, Hydro One will make all reasonable efforts to negotiate a licence-back arrangement for the ongoing occupation and use of the Project Corridor in compliance with Hydro One's licensing policy.

Hydro One will consider on a case-by-case basis whether unique or exceptional circumstances exist which require the payment of additional compensation.

D. PRINCIPLES APPLICABLE TO THE ACQUISITION OF A VOLUNTARY FULL PROPERTY BUYOUT

Hydro One is prepared to voluntarily acquire a full property buyout in the following circumstance:

This circumstance will arise if the new Project

Corridor and its' centerline is situated on the subject property and the centerline of the new Project Corridor is within 100 meters of the Property Owner's primary residence. This circumstance is intended to provide eligible Property Owners with the choice and opportunity to have Hydro One purchase their full property.

If a Property Owner qualifies for this circumstance, the opportunity to have Hydro One acquire the full property will remain available until the project In-Service Date, expected to be in 2027. The voluntary buyout offer will be included as part of the Offer and will apply only to Property Owners registered on title as of the date of the Offer. This principle will not apply to any successors in title.

In this circumstance, the Property Owner will have first selected either the easement or fee simple option (Section III, Parts B & C) and therefore prior payments of fair market value and injurious affection (if applicable) will be deducted from the appraised full parcel fair market value determination.

Valuation

The full parcel will be valued based upon 100% of the appraised fair market value of the entire subject property as of the date the Property Owner elects this option.

Other Compensation

Hydro One commits to reimbursing Property Owners for reasonably incurred transaction costs (such as lawyer's fees) associated with the review and completion of applicable conveyancing documents.

Hydro One will consider on a case-by-case basis whether unique or exceptional circumstances exist which require the payment of additional compensation.

E. SUMMARY

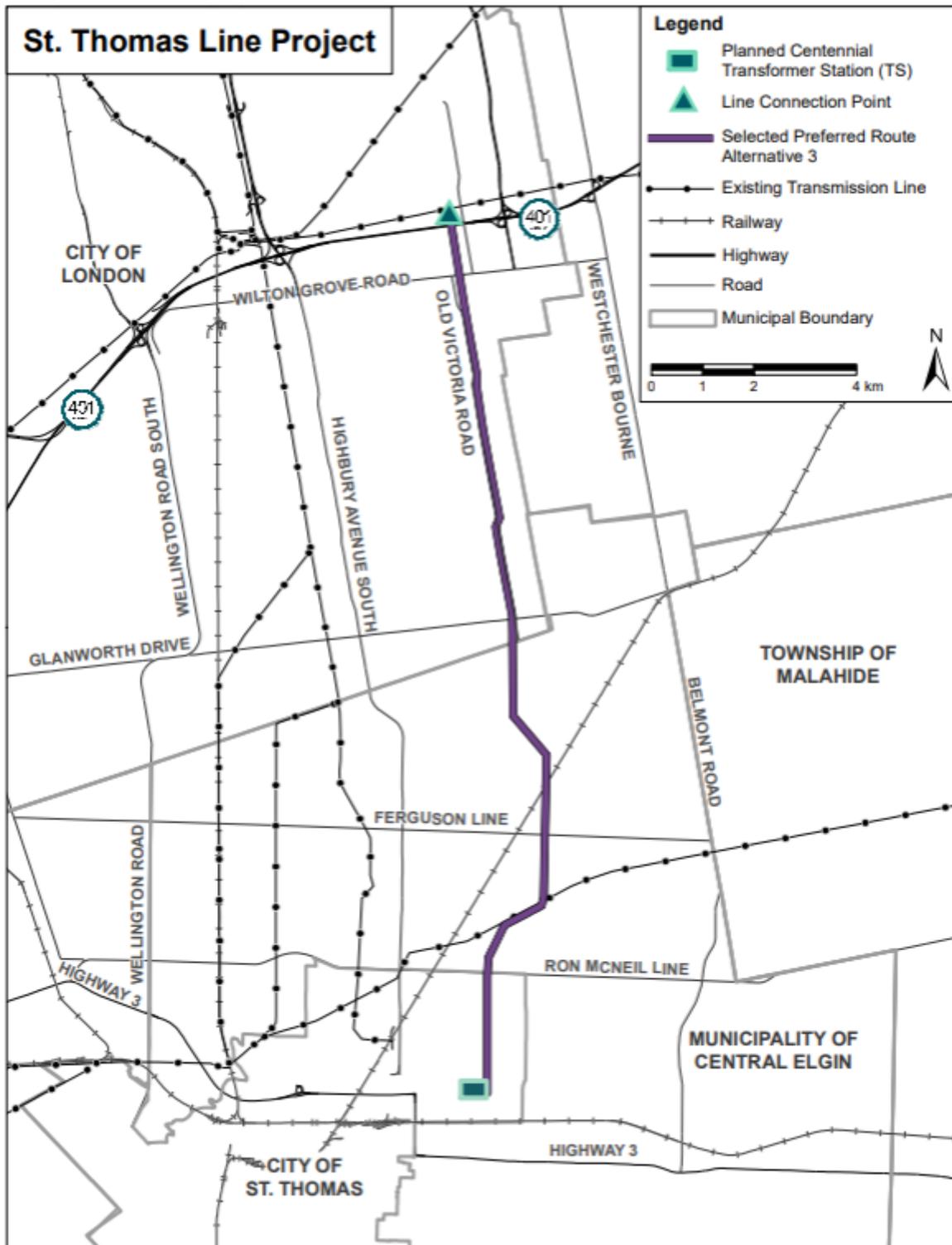
Hydro One aims to enter into agreements with Property Owners to acquire an easement/fee simple interest in the Project Corridor, or if applicable, a full voluntary property buyout. The land acquisition compensation principles (other than reimbursement of independent appraisal costs as discussed in Section II, Part F of this document) will be incorporated into the terms and conditions of the agreement(s) made between Hydro One and the Property Owners.

At the time the agreement is executed, Hydro One will pay Property Owners an incentive compensation amount between \$10,000.00 and \$30,000.00. Hydro One will pay the balance of the agreed upon compensation and incentive amounts when the individual transaction is closed and registered between Hydro One and the Property Owner.

Hydro One is committed to keeping its offer available to property owners for as long as possible, up until the point we may need to file an application with the Ontario Energy Board (OEB) to obtain authorization for permanent land rights under Section 99 of the OEB Act. We understand that these decisions can take time, and we want to provide property owners with every opportunity to consider the offer before any formal steps are taken.

APPENDIX A

MAP OF 230 KV PROPOSED TRANSMISSION CORRIDOR ROUTE



FOR MORE PROJECT INFORMATION:

<https://www.hydroone.com/about/corporate-information/major-projects/st-thomas>

