

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of this
th day of [MONTH], 20XX.

BETWEEN:

Ontario Infrastructure and Lands Corporation

(the “Assignor”)

- and -

The Ministry of Energy

(the “Assignee”)

- and –

Ontario Power Generation Inc.

(“OPG”)

-and -

MZConsulting Incorporated, a corporation under the laws of Ontario.

(“[MZC]”)

(each a “Party” and collectively, the “Parties”)

RECITALS:

- A. The Assignor and MZC have entered into a services agreement dated as of **November 27, 2015** (the “**Services Agreement**”), a copy of which is attached as Schedule “A”.
- B. The Assignor wishes to assign all of its rights, interests and obligations under the Services Agreement to the Assignee and the Assignee wishes to assume all of the Assignor’s rights, interests, and obligations under the Services Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE 1 ASSIGNMENT, ASSUMPTION AND CONSENT

1.1. Assignment and Assumption

The Assignor hereby absolutely and irrevocably assigns, transfers and conveys all of its rights, interests and obligations under the Services Agreement to the Assignee and the Assignee hereby assumes and agrees to pay, be liable for, perform, observe, discharge and fully satisfy, when due, all of the obligations of the Assignor under, and agrees to be bound by the terms of, the Services Agreement.

1.2. Assignor Released

The Assignor is hereby fully relieved, released and forever discharged from all of its duties, liabilities and obligations under the Services Agreement.

1.3. Consent and Waiver

The Assignee hereby acknowledges and agrees with, and consents to, the foregoing matters.

ARTICLE 2 AMENDMENTS

2.1 Amendments

The Assignee and MZC agree to amend the assigned and assumed Services Agreement as follows:

2.1.1 In Section 1.1 of the Services Agreement, the definition of “Infrastructure Ontario Address” and “Infrastructure Ontario Representative” are hereby deleted in its entirety and replaced with the following:

“Ministry Address” and “Ministry Representative” mean:

[ENERGY to provide designated contact and contact details]

2.1.2 Section 4.2 (b) of the Services Agreement is hereby deleted in its entirety and replaced with the following:

“The Supplier shall send all billing statements to the following address or to another address that Ministry of Energy directs in writing:

[ENERGY to provide designating billing contact and contact details]”

ARTICLE 3. GENERAL

3.1. Successors and Assigns

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

3.2. Counterparts

This Agreement may be executed in two or more counterparts, and all such counterparts shall together constitute one and the same Agreement. It shall not be necessary in making proof of the contents of this Agreement to produce or account for more than one such counterpart. Any Party may deliver an executed copy of this Agreement by facsimile but such Party shall promptly deliver to the other Party an originally executed copy of this Agreement.

3.3. Time of Essence

Time is of the essence in the performance of the Parties’ respective obligations under this Agreement.

3.4 Further Assurances

Each of the Parties shall, from time to time on written request of another Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be reasonably required in order to fully perform and to more effectively implement and carry out the terms of this Agreement.

3.5 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement by the undersigned duly authorized representatives as of the date first stated above.

Ontario Infrastructure Lands Corporation

By: _____
Name:
Title:

Ministry of Energy

By: _____
Name:
Title:

**ACKNOWLEDGED, AGREED AND
CONSENTED TO BY MZ Consulting Inc.**

By: _____
Name:
Title:

**ACKNOWLEDGED BY Ontario Power
Generation Inc.**

By: _____
Name:
Title:

Schedule “A”

[INSERT COPY OF ORIGINAL AGREEMENT]