“**Material Effect**” means any change that could affect

(i) the timing of or circumstances under which Primary Obligations would or may become due or accrue (including as a result of any default, acceleration, termination, wind-up, liquidation or realization), or that could affect;

(ii) the appointment, obligations or duties of OPG as the Manager;

(iii) the existence, powers or authority of the Financing Entity or the Financing Entity Trustee;

(iv) the obligations of the Indenture Trustee to or in respect of the Province as a Specified Creditor;

;

(vi) the payment provisions and associated priorities set forth in the Trust Indenture;

(viii) compliance by the FSM with the then applicable Financing Plan;

;

(x) compliance by the FSM, the Financing Entity or IESO with the Act or the General Regulation;

(xi) the nature or character of the payment obligations (but, subject to compliance with the Financing Plan, irrespective of the amount payable thereunder) that could become payable under the Limited Guarantee; or

(xii) the Province’s rights of subrogation or assignment (including pursuant to Sections 1.05, 2.01 or 5.01 of this Agreement) or its interests as a subrogee or an assignee, that would arise as a result of performing the Limited Guarantee in respect of the applicable Primary Obligation.

Commented [DM(1]: e.g. convert 10yr to 12yr debt – does that require approval? If under the curve, is it an issue? Revised language to be drafted to link to curve

Commented [DM(2]: Not “limited to”

Commented [DM(3]: Meaning the declaration of trust; okay to stay

Commented [DM(4]: Covered under financing plan; under scope of Trust, KK agrees to remove

Commented [DM(5]: KK agreed to remove; FSM to remain under PILs regime under OPG

Commented [DM(6]: Requires clarification (getting at types of instruments; issue of equity linked notes?); investments must be within what’s presented in the financing plan

Commented [DM(7]: Within the control of OPG; no recourse by province through FHP