ONTARIO POWER GENERATION INC.,
in its capacity as FSM

PROCESS CERTIFICATE

Certificate of the CFO and Treasurer pursuant to section 3.01 of the Change of Law Process Agreement

TO: Her Majesty the Queen in Right of Ontario, as represented by the Minister of Energy and the Minister of Finance (the "**Province**")

RE: Floating Rate Variable Funding Senior Notes, Series 2017-1 (the "**Series 2017-1 Senior Notes**") in the aggregate maximum principal amount of C$800,000,000, of which $601,290,000 will be drawn on December 21, 2017

AND RE: Floating Rate Variable Funding Subordinated Notes, Series 2017-1 (the "**Series 2017-1 Subordinated Notes**") in the maximum principal amount of C$611,764,705.88, of which $459,810,000 will be drawn on December 21, 2017

AND RE: Floating Rate Variable Funding Junior Subordinated Notes, Series 2017-1 in the maximum principal amount of C$156,862,745.10, of which $117,900,000 will be drawn on December 21, 2017 (the "**Series 2017-1 Junior Subordinated Notes**" and, together with the Series 2017-1 Senior Notes and the Series 2017-1 Subordinated Notes, the "**Funding Obligations**")

AND RE: Fee letter in respect of the Series 2017-1 Senior Notes among Ontario Power Generation Inc., in its capacity as FSM, Royal Bank of Canada, as Administrative Agent, certain CP Conduit Purchasers, the Non-Conduit Purchaser, and certain Group Banks, each as defined therein (the "**Fee Letter**", the terms of which are incorporated by reference in the Reference Documentation relating to the Series 2017-1 Senior Notes)

Reference is made to the Change of Law Process Agreement dated December 21, 2017 among the Province of Ontario and Ontario Power Generation Inc. (the "**Change of Law Process Agreement**"). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Change of Law Process Agreement.

Each of the undersigned, being the Chief Financial Officer and Treasurer of OPG acting in its capacity as FSM and holding the offices set forth under their names and signatures below, pursuant to and accordance with clause 3.01 of the Change of Law Process Agreement, hereby certifies for and on behalf of OPG, in its capacity as Financial Services Manager, and not in such officer's personal capacity and intending that this certificate may be relied on by the addressees hereof without independent inquiry, that:

1. I have read and understand the provisions of the Change of Law Process Agreement and all other documents and materials necessary to enable me to deliver this certificate.

2. The material terms of the Series 2017-1 Senior Notes are set forth in Schedule A.

3. The material terms of the Series 2017-1 Subordinated Notes are set forth in Schedule B.

4. The material terms of the Series 2017-1 Junior Subordinated Notes are set forth in Schedule C.

5. The material terms of the Fee Letter are set forth in Schedule D.

6. The Funding Obligations:

   (a) will arise under terms and conditions that are Substantially in the Form of the Reference Documentation applicable thereto;

   (b) in my opinion, are reasonably incurred or effected in compliance with the Act, the General Regulation, any other enactments related thereto and the Financing Plan;

   (c) are of a type and are on terms that a reasonably prudent financial services manager would incur in similar circumstances; and

   (d) reflect, in all material respects, arm's length terms and conditions.

7. No Disclosure Document was used in connection with the offering and sale of the Funding Obligations.

8. Any disclosure made in respect of any of the Funding Obligations (including any Disclosure Document, press release or other written communication prepared for dissemination to third parties in relation to any of the Funding Obligations) that refers to or describes the terms, effect or adherence of or to the Change of Law Process Agreement or the Change of Law Protection Agreement has been made available to the Province prior to use or dissemination, other than where such disclosure was substantially the same as a disclosure previously made.

9. No Breach Event has occurred on or prior to the date hereof, unless such Breach Event has been waived by the Province in writing.

10. At the time the Funding Obligations are incurred, the maximum aggregate payment amounts due or becoming due in the future in respect of Repayments under the Funding Obligations, together with all other outstanding amounts due or becoming due in the future in respect of Repayments under all Approved Obligations, do not exceed the Protection Agreement Maximum applicable on the date hereof.

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DATED the 21st day of December, 2017.

Name: Ken Hartwick
Title: Chief Financial Officer and
Senior Vice President

Name: John Lee
Title: Vice President - Treasurer

SCHEDULE A

SERIES 2017-1 SENIOR NOTES TERM SHEET	
Type of Credit:	Revolving
Principal Amount	Aggregate maximum principal amount of C$800,000,000 available under the Series 2017-1 Senior Notes, of which $601,290,000 will be drawn on December 21, 2017
Interest Rate	Variable rate based on ABCP cost of funds or CDOR, as applicable, plus the Applicable Margin (as defined on Schedule D)
Interest Payments	Interest is due on the 15th of each month, beginning in January 2018
Discount	N/A
Fees	See Schedule D
Term to Maturity	Revolving Period ends in December 2019 and Series 2017-1 Senior Notes mature in July, August, September and October 2021 (straight-line repayment of principal over these four months), subject in each case to extensions as described below
Amortization	N/A
Redemption	N/A
Extension	May only be extended with the prior written consent of the Administrative Agent, each Non-Conduit Purchaser and each Funding Agent, and satisfaction of the Rating Agency Condition (each as defined in the Supplemental Indenture creating the Series 2017-1 Senior Notes)
Coupon Payments	N/A

SCHEDULE B

SERIES 2017-1 SUBORDINATED NOTES TERM SHEET	
Type of Credit:	Revolving
Principal Amount	Maximum principal amount of C$611,764,705.88 available under the Series 2017-1 Subordinated Notes, of which $459,810,000 will be drawn on December 21, 2017
Interest Rate	For any payment date, the amount of interest and fees payable to the holders of the Series 2017-1 Senior Notes on such date, expressed as a rate per annum on the weighted average outstanding principal amount of the Series 2017-1 Senior Notes from the preceding payment date to such payment date, plus 0.10% per annum
Interest Payments	Interest is due on the 15th of each month, beginning in January 2018
Discount	N/A
Fees	N/A
Term to Maturity	Revolving Period ends in December 2019 and Series 2017-1 Subordinated Notes mature in July, August, September and October 2021 (straight-line repayment of principal over these four months), subject in each case to extensions as described below
Amortization	N/A
Redemption	N/A
Extension	Automatic extension upon extension of Series 2017-1 Senior Notes
Coupon Payments	N/A

SCHEDULE C

SERIES 2017-1 JUNIOR SUBORDINATED NOTES TERM SHEET	
Type of Credit:	Revolving
Principal Amount	Maximum principal amount of C$156,862,745.10 available under the Series 2017-1 Junior Subordinated Notes, of which $117,900,000 will be drawn on December 21, 2017
Interest Rate	For any payment date, the amount of interest and fees payable to the holders of the Series 2017-1 Senior Notes on such date, expressed as a rate per annum on the weighted average outstanding principal amount of the Series 2017-1 Senior Notes from the preceding payment date to such payment date, plus 0.10% per annum
Interest Payments	Interest is due on the 15th of each month, beginning in January 2018
Discount	N/A
Fees	N/A
Term to Maturity	Revolving Period ends in December 2019 and Series 2017-1 Junior Subordinated Notes mature in July, August, September and October 2021 (straight-line repayment of principal over these four months), subject in each case to extensions as described below
Amortization	N/A
Redemption	N/A
Extension	Automatic extension upon extension of Series 2017-1 Senior Notes
Coupon Payments	N/A

SCHEDULE D

FEE LETTER TERMS	
Upfront Fee:	An "Upfront Fee" of 20 bps per annum
Applicable Margin:	An "Applicable Margin" of 90 basis points (0.90%); provided that (i) for the period commencing on December 21, 2019 and ending on the payment date in May, 2021 (the "**Initial Step-up Period**"), the Applicable Margin shall be equal to 290 basis points (2.90%) (the "**Step-up Applicable Margin**"), and (ii) with respect to each of the six-payment date periods following the Initial Step-up Period (from the day following the payment date in May to the payment date in November or from the day following the payment date in November to the payment date in May, as applicable), the Applicable Margin shall continue to increase by an additional 50 basis points (0.50%) over the Applicable Margin for the Initial Step-up Period or immediately preceding six-payment date period, as applicable, subject to a maximum Applicable Margin of 590 basis points (5.90%)
Commitment Fees:	The "Commitment Fee Rate" is based on weighted average monthly utilization and will be payable monthly in arrears on each interest payment date as follows with respect to the preceding interest period based on the rate below and the unutilized amount of the commitment: • A daily rate of 40 bps per annum if utilization on such day is >66.67% • A daily rate of 55 bps per annum if utilization on such day is >33.33% and </= 66.67% • A daily rate of 70 bps per annum if utilization on such day </= 33.33%
Other Fees/Expenses:	Reasonable Fees incurred for any professional or other services which include, but are not limited to, reasonable fees of legal counsel, rating agency fees, accountant fees, and any reasonable out-of-pocket expenses (including without limitation, travel, meals etc.), so long as each such reimbursement complies with Ontario Power Generation Inc.'s Standard Form Business Expense Schedule, as amended from time to time.

Summary:

Total Funding	Term Debt Takeout
Senior debt	900,000,000.00
Subordinated	688,235,000.00
Junior subordinated	176,471,000.00
Total	**1,764,706,000.00**

Date Issued	Debt Type	Amount	Interest Rate
February 9, 2018	Senior debt	500,000,000.00	3.357%
February 9, 2018	Subordinated	382,353,000.00	3.637%
February 9, 2018	Junior subordinated	98,040,000.00	3.957%
April 24, 2018	Senior debt	400,000,000.00	3.520%
April 24, 2018	Subordinated	305,882,000.00	3.834%
April 24, 2018	Junior subordinated	78,431,000.00	4.214%

Maturity Date	Series Number	Comments
May 15, 2033	2018-1	
May 15, 2033	2018-1	
May 15, 2033	2018-1	
May 15, 2038	2018-2	
May 15, 2038	2018-2	
May 15, 2038	2018-2	

	Weighted Average	Ont Interest Rate - 30yr
Feb	3.526%	3.23%
Apr	3.712%	3.23%
Total	**3.609%**	

Source
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(Feb 12 rate)
(Apr 24 rate)

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April 19, 2018 Debt Financing

IESO Asset Purchase:
460,000,000.00
149,000,000.00
609,000,000.00
Remaining Balance from Previous:
198,607,000.00
Starting Balance:
807,607,000.00

Warehouse Funding			**Starting Balance**
Senior debt	B=51% x A		411,879,570.00
Subordinated	39/51 X B		314,966,730.00
Junior subordinated	10/51 X B		80,760,700.00
			807,607,000.00
Term Debt Funding			
Senior debt		51.00%	
Subordinated		39.00%	
Junior subordinated		10.00%	
			-
Total Funding			
Senior debt		51.00%	411,879,570.00
Subordinated		39.00%	314,966,730.00
Junior subordinated		10.00%	80,760,700.00
			807,607,000.00

Term debt takeout		
(980,392,156.86)	**Ending Balance**	
(400,000,000.00)	11,879,570.00	51%
(305,882,000.00)	9,084,730.00	39%
(78,431,000.00)	2,329,700.00	10%
(784,313,000.00)	23,294,000.00	
400,000,000.00	400,000,000.00	51%
305,882,000.00	305,882,000.00	39%
78,431,000.00	78,431,000.00	10%
784,313,000.00	784,313,000.00	
-	411,879,570.00	51%
-	314,966,730.00	39%
-	80,760,700.00	10%
0.00	807,607,000.00	

February 6, 2018 Debt Financing

Initial Balance:
1,179,000,000.00

Warehouse Funding			**Initial Balance**
Senior debt	B=51% x A		601,290,000.00
Subordinated	39/51 X B		459,810,000.00
Junior subordinated	10/51 X B		117,900,000.00
			1,179,000,000.00
Term Debt Funding			
Senior debt		51.00%	
Subordinated		39.00%	
Junior subordinated		10.00%	
			-
Total Funding			
Senior debt		51.00%	601,290,000.00
Subordinated		39.00%	459,810,000.00
Junior subordinated		10.00%	117,900,000.00
			1,179,000,000.00

Term debt takeout (980,392,156.86)	Ending Balance	
(500,000,000.00)	101,290,000.00	51%
(382,353,000.00)	77,457,000.00	39%
(98,040,000.00)	19,860,000.00	10%
(980,393,000.00)	198,607,000.00	
500,000,000.00	500,000,000.00	51%
382,353,000.00	382,353,000.00	39%
98,040,000.00	98,040,000.00	10%
980,393,000.00	980,393,000.00	
-	601,290,000.00	51%
-	459,810,000.00	39%
-	117,900,000.00	10%
0.00	1,179,000,000.00	

Summary:

Total Funding	Term Debt Takeout
Senior debt	900,000,000.00
Subordinated	688,235,000.00
Junior subordinated	176,471,000.00
Total	**1,764,706,000.00**

Date Issued	Debt Type	Amount	Interest Rate
February 9, 2018	Senior debt	500,000,000.00	3.357%
February 9, 2018	Subordinated	382,353,000.00	3.637%
February 9, 2018	Junior subordinated	98,040,000.00	3.957%
April 24, 2018	Senior debt	400,000,000.00	3.520%
April 24, 2018	Subordinated	305,882,000.00	3.834%
April 24, 2018	Junior subordinated	78,431,000.00	4.214%

Issuing Month	Weighted Average	Ont Interest Rate - 30yr	Notes
February 9, 2018	3.526%	3.23%	(Feb 12 rate)
April 24, 2018	3.712%	3.23%	(Apr 24 rate)
Total	**3.609%**		

Maturity Date	Series Number	Comments	Source
May 15, 2033	2018-1		Link
May 15, 2033	2018-1		Link
May 15, 2033	2018-1		Link
May 15, 2038	2018-2		LInk
May 15, 2038	2018-2		LInk
May 15, 2038	2018-2		LInk

April 19, 2018 Debt Financing

IESO Asset Purchase:
460,000,000.00
149,000,000.00
609,000,000.00
Remaining Balance from Previous:
198,607,000.00
Starting Balance:
807,607,000.00

Warehouse Funding			**Starting Balance**
Senior debt	B=51% x A		411,879,570.00
Subordinated	39/51 X B		314,966,730.00
Junior subordinated	10/51 X B		80,760,700.00
			807,607,000.00
Term Debt Funding			
Senior debt		51.00%	
Subordinated		39.00%	
Junior subordinated		10.00%	
			-
Total Funding			
Senior debt		51.00%	411,879,570.00
Subordinated		39.00%	314,966,730.00
Junior subordinated		10.00%	80,760,700.00
			807,607,000.00

Term debt takeout		
(980,392,156.86)	**Ending Balance**	
(400,000,000.00)	11,879,570.00	51%
(305,882,000.00)	9,084,730.00	39%
(78,431,000.00)	2,329,700.00	10%
(784,313,000.00)	23,294,000.00	
400,000,000.00	400,000,000.00	51%
305,882,000.00	305,882,000.00	39%
78,431,000.00	78,431,000.00	10%
784,313,000.00	784,313,000.00	
-	411,879,570.00	51%
-	314,966,730.00	39%
-	80,760,700.00	10%
0.00	807,607,000.00	

February 6, 2018 Debt Financing

Initial Balance:
1,179,000,000.00

Warehouse Funding			**Initial Balance**
Senior debt	B=51% x A		601,290,000.00
Subordinated	39/51 X B		459,810,000.00
Junior subordinated	10/51 X B		117,900,000.00
			1,179,000,000.00
Term Debt Funding			
Senior debt		51.00%	
Subordinated		39.00%	
Junior subordinated		10.00%	
			-
Total Funding			
Senior debt		51.00%	601,290,000.00
Subordinated		39.00%	459,810,000.00
Junior subordinated		10.00%	117,900,000.00
			1,179,000,000.00

Term debt takeout (980,392,156.86)	Ending Balance	
(500,000,000.00)	101,290,000.00	51%
(382,353,000.00)	77,457,000.00	39%
(98,040,000.00)	19,860,000.00	10%
(980,393,000.00)	198,607,000.00	
500,000,000.00	500,000,000.00	51%
382,353,000.00	382,353,000.00	39%
98,040,000.00	98,040,000.00	10%
980,393,000.00	980,393,000.00	
-	601,290,000.00	51%
-	459,810,000.00	39%
-	117,900,000.00	10%
0.00	1,179,000,000.00	

Summary:

Total Funding	Term Debt Takeout
Senior debt	900,000,000.00
Subordinated	688,235,000.00
Junior subordinated	176,471,000.00
Total	**1,764,706,000.00**

Issuing Month	Weighted Average	Ont Yield - 30yr	Ont Yield - 30yr w/ Commission	Debt Issue Maturity	Ont Rate	Ont Rate - w/ Commission	Notes	Souce
February 9, 2018	3.526%	3.23%	3.25%	15 year	3.10%	3.14%	(Feb 9 Rate)	Link
April 24, 2018	3.712%	3.23%	3.26%	20 year	3.22%	3.25%	(Apr 24 rate)	Link
Total	**3.609%**							

Date Issued	Debt Type	Amount	Interest Rate	Maturity Date	Series Number	Comments	Source
February 9, 2018	Senior debt	500,000,000.00	3.357%	May 15, 2033	2018-1		Link
February 9, 2018	Subordinated	382,353,000.00	3.637%	May 15, 2033	2018-1		Link
February 9, 2018	Junior subordinated	98,040,000.00	3.957%	May 15, 2033	2018-1		Link
April 24, 2018	Senior debt	400,000,000.00	3.520%	May 15, 2038	2018-2		LInk
April 24, 2018	Subordinated	305,882,000.00	3.834%	May 15, 2038	2018-2		LInk
April 24, 2018	Junior subordinated	78,431,000.00	4.214%	May 15, 2038	2018-2		LInk

Summary:

Total Funding	Term Debt Takeout
Senior debt	900,000,000.00
Subordinated	688,235,000.00
Junior subordinated	176,471,000.00
Total	**1,764,706,000.00**

Fair Hydro Trust

Date Issued	Fair Hydro Trust Debt Type	Amount	Interest Rate	Maturity Date	Series Number	Comments	Source
February 9, 2018	Senior debt	500,000,000.00	3.357%	May 15, 2033	2018-1		Link
February 9, 2018	Subordinated	382,353,000.00	3.637%	May 15, 2033	2018-1		Link
February 9, 2018	Junior subordinated	98,040,000.00	3.957%	May 15, 2033	2018-1		Link
April 24, 2018	Senior debt	400,000,000.00	3.520%	May 15, 2038	2018-2		LInk
April 24, 2018	Subordinated	305,882,000.00	3.834%	May 15, 2038	2018-2		LInk
April 24, 2018	Junior subordinated	78,431,000.00	4.214%	May 15, 2038	2018-2		LInk

Issuing Month	Weighted Average
February 9, 2018	3.526%
April 24, 2018	3.712%
Total	**3.609%**

Ontario Bond Yields

30yr	30yr w/ Commission	Debt Issue Maturity	Ont Rate	Ont Rate - w/ Commission	Notes	Souce
3.23%	3.25%	15 year	3.10%	3.14%	(Feb 9 Rate)	Link
3.23%	3.26%	20 year	3.22%	3.25%	(Apr 24 rate)	Link

Summary:

Total Funding	Term Debt Takeout
Senior debt	900,000,000.00
Subordinated	688,235,000.00
Junior subordinated	176,471,000.00
Total	**1,764,706,000.00**

Comparison to Ont

Issuing Month
February 9, 2018
April 24, 2018
Total

Date Issued	Debt Type	Amount	Interest Rate	Maturity Date
February 9, 2018	Senior debt	500,000,000.00	3.357%	May 15, 2033
February 9, 2018	Subordinated	382,353,000.00	3.637%	May 15, 2033
February 9, 2018	Junior subordinated	98,040,000.00	3.957%	May 15, 2033
April 24, 2018	Senior debt	400,000,000.00	3.520%	May 15, 2038
April 24, 2018	Subordinated	305,882,000.00	3.834%	May 15, 2038
April 24, 2018	Junior subordinated	78,431,000.00	4.214%	May 15, 2038

ario Rates:

Weighted Average	Ont Yield - 30yr	Ont Yield - 30yr w/ Commission	Debt Issue Maturity	Ont Rate
3.526%	3.23%	3.25%	15 year	3.10%
3.712%	3.23%	3.26%	20 year	3.22%
3.609%				

Series Number	Comments	Source
2018-1		Link
2018-1		Link
2018-1		Link
2018-2		Link
2018-2		Link
2018-2		Link

Ont Rate - w/ Commission	Notes	Souce
3.14%	Feb 9 Rate - Si	Link
3.25%	Apr 24 Rate	Link

April 19, 2018 Debt Financing

IESO Asset Purchase:
460,000,000.00
149,000,000.00
609,000,000.00
Remaining Balance from Previous:
198,607,000.00
Starting Balance:
807,607,000.00

Warehouse Funding			**Starting Balance**
Senior debt	B=51% x A		411,879,570.00
Subordinated	39/51 X B		314,966,730.00
Junior subordinated	10/51 X B		80,760,700.00
			807,607,000.00
Term Debt Funding			
Senior debt		51.00%	
Subordinated		39.00%	
Junior subordinated		10.00%	
			-
Total Funding			
Senior debt		51.00%	411,879,570.00
Subordinated		39.00%	314,966,730.00
Junior subordinated		10.00%	80,760,700.00
			807,607,000.00

Term debt takeout		
(980,392,156.86)	**Ending Balance**	
(400,000,000.00)	11,879,570.00	51%
(305,882,000.00)	9,084,730.00	39%
(78,431,000.00)	2,329,700.00	10%
(784,313,000.00)	23,294,000.00	
400,000,000.00	400,000,000.00	51%
305,882,000.00	305,882,000.00	39%
78,431,000.00	78,431,000.00	10%
784,313,000.00	784,313,000.00	
-	411,879,570.00	51%
-	314,966,730.00	39%
-	80,760,700.00	10%
0.00	807,607,000.00	

February 6, 2018 Debt Financing

Initial Balance:
1,179,000,000.00

Warehouse Funding			**Initial Balance**
Senior debt	B=51% x A		601,290,000.00
Subordinated	39/51 X B		459,810,000.00
Junior subordinated	10/51 X B		117,900,000.00
			1,179,000,000.00
Term Debt Funding			
Senior debt		51.00%	
Subordinated		39.00%	
Junior subordinated		10.00%	
			-
Total Funding			
Senior debt		51.00%	601,290,000.00
Subordinated		39.00%	459,810,000.00
Junior subordinated		10.00%	117,900,000.00
			1,179,000,000.00

Term debt takeout (980,392,156.86)	Ending Balance	
(500,000,000.00)	101,290,000.00	51%
(382,353,000.00)	77,457,000.00	39%
(98,040,000.00)	19,860,000.00	10%
(980,393,000.00)	198,607,000.00	
500,000,000.00	500,000,000.00	51%
382,353,000.00	382,353,000.00	39%
98,040,000.00	98,040,000.00	10%
980,393,000.00	980,393,000.00	
-	601,290,000.00	51%
-	459,810,000.00	39%
-	117,900,000.00	10%
0.00	1,179,000,000.00	

Summary:

Total Funding	Term Debt Takeout
Senior debt	900,000,000.00
Subordinated	688,235,000.00
Junior subordinated	176,471,000.00
Total	**1,764,706,000.00**

Fair Hydro Trust

Date Issued*	Fair Hydro Trust Debt Type*	Principal Amount* ($)	Coupon Rate*	Maturity Date*	Series Number*	Term to Maturity [Years]	Issue Price [per $100 Principal]*	Issue Discount/(Premium) [per $100 Principal]	Commission [per $100 Principal]*	Commission and Issue Discount/(Premium) [Per $100 Principal]	Commission and Issue Premium/Discount [interest rate per annum]	Yield at Issue (w/ Commission, w/ Discount/Premium)
February 9, 2018	Senior debt	500,000,000	3.357%	May 15, 2033	2018-1	15.27	100.003	(0.003)	0.500	0.497	0.042%	3.42705%
February 9, 2018	Subordinated	382,353,000	3.637%	May 15, 2033	2018-1	15.27	100.000	-	-	-	0.000%	3.67007%
February 9, 2018	Junior subordinated	98,040,000	3.957%	May 15, 2033	2018-1	15.27	100.000	-	-	-	0.000%	3.99614%
April 24, 2018	Senior debt	400,000,000	3.520%	May 15, 2038	2018-2	20.06	100.002	(0.002)	0.550	0.548	0.038%	3.58930%
April 24, 2018	Subordinated	305,882,000	3.834%	May 15, 2038	2018-2	20.06	100.000	-	-	-	0.000%	3.87075%
April 24, 2018	Junior subordinated	78,431,000	4.214%	May 15, 2038	2018-2	20.06	100.000	-	-	-	0.000%	4.25839%

Issuing Date	Weighted Average Coupon Rate	Weighted Average Yield at Issue
February 9, 2018	3.526%	3.579%
April 24, 2018	3.712%	3.766%
Total	**3.609%**	**3.662%**

Ontario Bond Yields

30 yr yields		Yields reflective of Debt's Maturity			
30yr**	30yr w/ Commission**	Debt Issue Maturity**	Ont Rate**	Ont Rate - w/ Commission**	Notes
3.23%	3.25%	15 year	3.10%	3.14%	Feb 9 Rate, Simple average between 10 and 20 year rates.
3.23%	3.26%	20 year	3.22%	3.25%	Apr 24 Rate

**Source: Fair Hydro Plan - Deliveries under Change of Law Process Agreement, February 8, 2018 and April 23, 2018.*

***Source: Corporate Finance Branch Interest Rate Snapshot based on ScotiaBank daily reports, estimates. Commissions are for dealers, based on historical one-time estimate. Subject to revision. Excludes additional costs Province may charge for on lending purposes.*

Summary:

Total Funding	Term Debt Takeout
Senior debt	900,000,000.00
Subordinated	688,235,000.00
Junior subordinated	176,471,000.00
Total	**1,764,706,000.00**

Fair Hydro Trust

Date Issued*	Fair Hydro Trust Debt Type*	Principal Amount* ($)	Coupon Rate*	Maturity Date*	Series Number*	Term to Maturity [Years]	Issue Price [per $100 Principal]*	Issue Discount/(Premium) [per $100 Principal]	Commission [per $100 Principal]*	Commission and Issue Discount/(Premium) [Per $100 Principal]	Commission and Issue Premium/Discount [semi-annual rate]	Yield at Issue (w/ Commission, w/ Discount/Premium)
February 9, 2018	Senior debt	500,000,000	3.357%	May 15, 2033	2018-1	15.27	100.003	(0.003)	0.500	0.497	0.042%	3.39887%
February 9, 2018	Subordinated	382,353,000	3.637%	May 15, 2033	2018-1	15.27	100.000	-	-	-	0.000%	3.63700%
February 9, 2018	Junior subordinated	98,040,000	3.957%	May 15, 2033	2018-1	15.27	100.000	-	-	-	0.000%	3.95700%
April 24, 2018	Senior debt	400,000,000	3.520%	May 15, 2038	2018-2	20.06	100.002	(0.002)	0.550	0.548	0.038%	3.55832%
April 24, 2018	Subordinated	305,882,000	3.834%	May 15, 2038	2018-2	20.06	100.000	-	-	-	0.000%	3.83400%
April 24, 2018	Junior subordinated	78,431,000	4.214%	May 15, 2038	2018-2	20.06	100.000	-	-	-	0.000%	4.21400%

Issuing Date	Weighted Average Coupon Rate	Weighted Average Yield at Issue
February 9, 2018	3.526%	3.548%
April 24, 2018	3.712%	3.731%
Total	**3.609%**	**3.629%**

Ontario Bond Yields

30 yr yields		Yields reflective of Debt's Maturity			
30yr**	30yr w/ Commission**	Debt Issue Maturity**	Ont Rate**	Ont Rate - w/ Commission**	Notes
3.23%	3.25%	15 year	3.10%	3.14%	Feb 9 Rate, Simple average between 10 and 20 year rates.
3.23%	3.26%	20 year	3.22%	3.25%	Apr 24 Rate

**Source: Fair Hydro Plan - Deliveries under Change of Law Process Agreement, February 8, 2018 and April 23, 2018.*

***Source: Corporate Finance Branch Interest Rate Snapshot based on ScotiaBank daily reports, semi-annual rate estimates. Commissions paid for dealers, based on historical one-time estimate. Subject to revision. Excludes additional costs Province may charge for on lending purposes.*

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Preliminary Assessment – OPG Equity Injection

Based on preliminary assessment of OPG Equity Injection details provided by the Ministry of Energy. Additional details requested. Subject to update and refinement.

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Preliminary Assessment – OPG Equity Injection

- On September 28, 2017, the Minister of Energy provided Fair Allocation Amount and Readjustment Amount estimates over the FHP Reference Periods to OPG, the Financial Services Manager for the Fair Hydro Plan.
- The table below outlines a ***preliminary assessment*** for the estimated annual equity injection amounts from the Province to OPG. The equity injections estimate totals about $6B from 2017 to 2024. Due to the treatment of interest and finance costs, this is only an estimate.

$M nominal	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)	(621)	(396)	(201)	(53)	91	231	321	537	892	1340	1365	1486
Readjustment amount	(188)	(885)	(1233)	(1523)	(1551)	(1289)	(859)	(436)	(49)	-	-	-	-	-	-	-
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)	(2172)	(1684)	(1060)	(489)	42	231	321	537	892	1340	1365	1486
OPG Equity Injection (44%)	**(606)**	**(977)**	**(1011)**	**(1046)**	**(956)**	**(741)**	**(466)**	**(215)**	**18**	**102**	**141**	**236**	**392**	**590**	**600**	**654**

$M nominal	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Fair Allocation Amount	1609	2007	2201	2237	2185	2163	1892	1626	1484	1444	1385	1395	1421	1603	2006
Readjustment amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total borrowing requirement including financing costs	1609	2007	2201	2237	2185	2163	1892	1626	1484	1444	1385	1395	1421	1603	2006
OPG Equity Injection (44%)	**708**	**883**	**969**	**984**	**961**	**952**	**832**	**716**	**653**	**635**	**610**	**614**	**625**	**705**	**883**

Assumes sum of the Fair Allocation Amount and Readjustment Amount represents total amount to be financed including finance costs, when total is negative. In the above chart this is from 2017 to 2024, inclusive. Remaining years, 2025 to 2047, presumably represent pay-back periods.

Assuming Fair Allocation Amount and Readjustment Amount are including the interest cost, additional calculations would be required to determine exactly Equity Injection amounts.

Letter from Minister of Energy provided OPG information based on Reference Periods (generally aligning with RPP periods). Converted to calendar years by assuming equal distribution of across months in the reference period.

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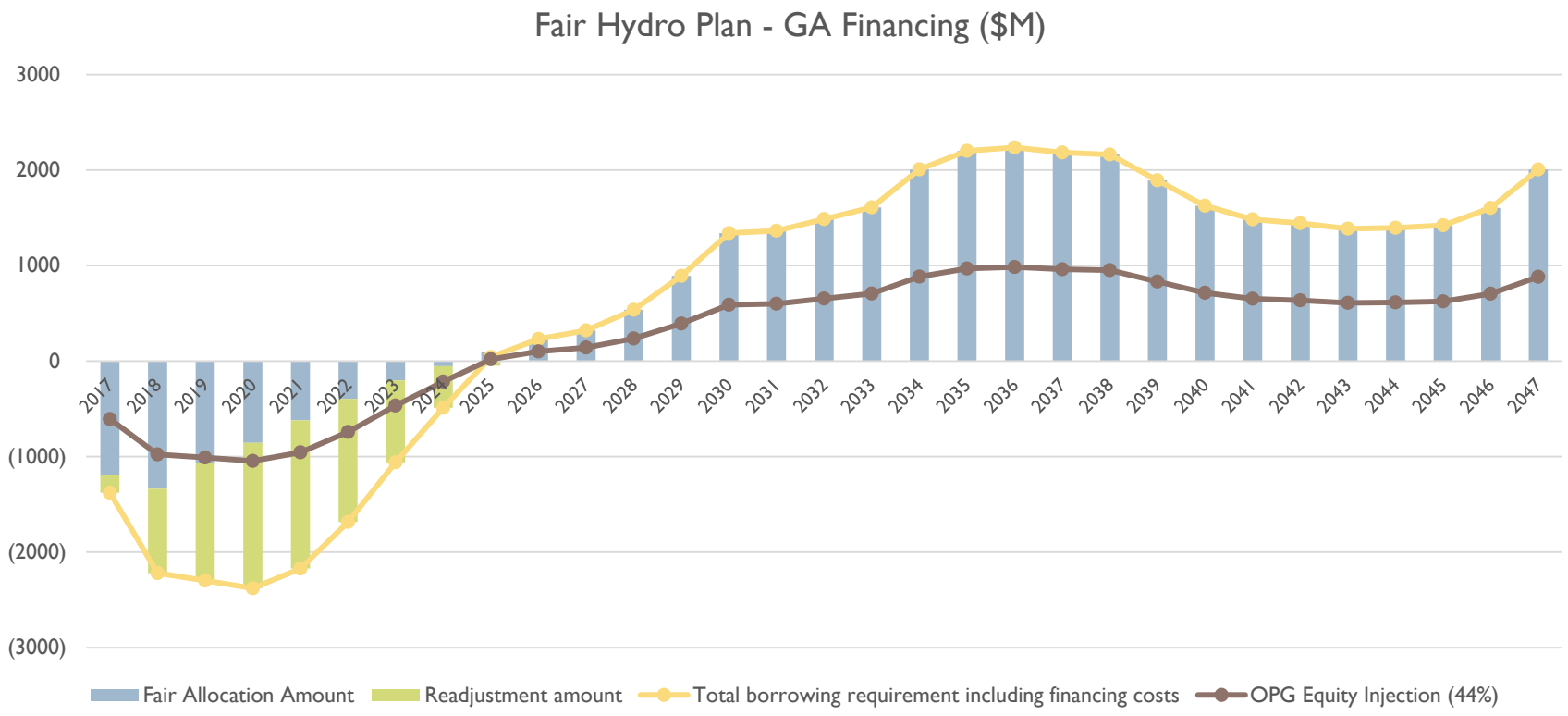
Preliminary Assessment – OPG Equity Injection



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Preliminary Assessment – OPG Equity Injection

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Preliminary Assessment – OPG Equity Injection

- On September 28, 2017, the Minister of Energy provided Fair Allocation Amount and Readjustment Amount estimates over the FHP Reference Periods to OPG, the Financial Services Manager for the Fair Hydro Plan.
- The table below outlines a ***preliminary assessment*** for the estimated annual equity injection amounts from the Province to OPG on calendar year basis. The equity injections estimate totals about $6B from 2017 to 2024. Due to the treatment of interest and finance costs, this is only an estimate.

$M nominal	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)	(621)	(396)	(201)	(53)	91	231	321	537	892	1340	1365	1486
Readjustment amount	(188)	(885)	(1233)	(1523)	(1551)	(1289)	(859)	(436)	(49)	-	-	-	-	-	-	-
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)	(2172)	(1684)	(1060)	(489)	42	231	321	537	892	1340	1365	1486
OPG Equity Injection (44%)	**(606)**	**(977)**	**(1011)**	**(1046)**	**(956)**	**(741)**	**(466)**	**(215)**	**18**	**102**	**141**	**236**	**392**	**590**	**600**	**654**

$M nominal	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Fair Allocation Amount	1609	2007	2201	2237	2185	2163	1892	1626	1484	1444	1385	1395	1421	1603	2006
Readjustment amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total borrowing requirement including financing costs	1609	2007	2201	2237	2185	2163	1892	1626	1484	1444	1385	1395	1421	1603	2006
OPG Equity Injection (44%)	**708**	**883**	**969**	**984**	**961**	**952**	**832**	**716**	**653**	**635**	**610**	**614**	**625**	**705**	**883**

Assumes sum of the Fair Allocation Amount and Readjustment Amount represents total amount to be financed including finance costs, when total is negative. In the above chart this is from 2017 to 2024, inclusive. Remaining years, 2025 to 2047, presumably represent pay-back periods.

Assuming Fair Allocation Amount and Readjustment Amount are including the interest cost, additional calculations would be required to determine exactly Equity Injection amounts.

Letter from Minister of Energy provided OPG information based on Reference Periods (generally aligning with RPP periods). Converted to calendar years by assuming equal distribution of across months in the reference period.

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Preliminary Assessment – OPG Equity Injection

- The table below outlines a ***preliminary assessment*** for the estimated annual equity injection amounts from the Province to OPG on fiscal year basis. Due to the treatment of interest and finance costs, this is only an estimate.

$M nominal	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Fair Allocation Amount	(1580)	(1227)	(1014)	(798)	(563)	(344)	(161)	(18)	128	254	362	613	1010	1373	1385	1510
Readjustment amount	(358)	(997)	(1312)	(1555)	(1508)	(1191)	(752)	(329)	(12)	-	-	-	-	-	-	-
Total borrowing requirement including financing costs	(1938)	(2224)	(2326)	(2353)	(2071)	(1535)	(913)	(347)	116	254	362	613	1010	1373	1385	1510
OPG Equity Injection (44%)	**(853)**	**(979)**	**(1023)**	**(1035)**	**(911)**	**(675)**	**(402)**	**(152)**	**51**	**112**	**159**	**270**	**444**	**604**	**609**	**664**

$M nominal	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
Fair Allocation Amount	1694	2076	2221	2227	2183	2114	1820	1580	1468	1430	1383	1398	1449	1699	1534
Readjustment amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total borrowing requirement including financing costs	1694	2076	2221	2227	2183	2114	1820	1580	1468	1430	1383	1398	1449	1699	1534
OPG Equity Injection (44%)	**745**	**913**	**977**	**980**	**960**	**930**	**801**	**695**	**646**	**629**	**608**	**615**	**637**	**748**	**675**

Assumes sum of the Fair Allocation Amount and Readjustment Amount represents total amount to be financed including finance costs, when total is negative. In the above chart this is from 2017 to 2024, inclusive. Remaining years, 2025 to 2047, presumably represent pay-back periods.

Assuming Fair Allocation Amount and Readjustment Amount are including the interest cost, additional calculations would be required to determine exactly Equity Injection amounts.

Letter from Minister of Energy provided OPG information based on Reference Periods (generally aligning with RPP periods). Converted to calendar years by assuming equal distribution of across months in the reference period.

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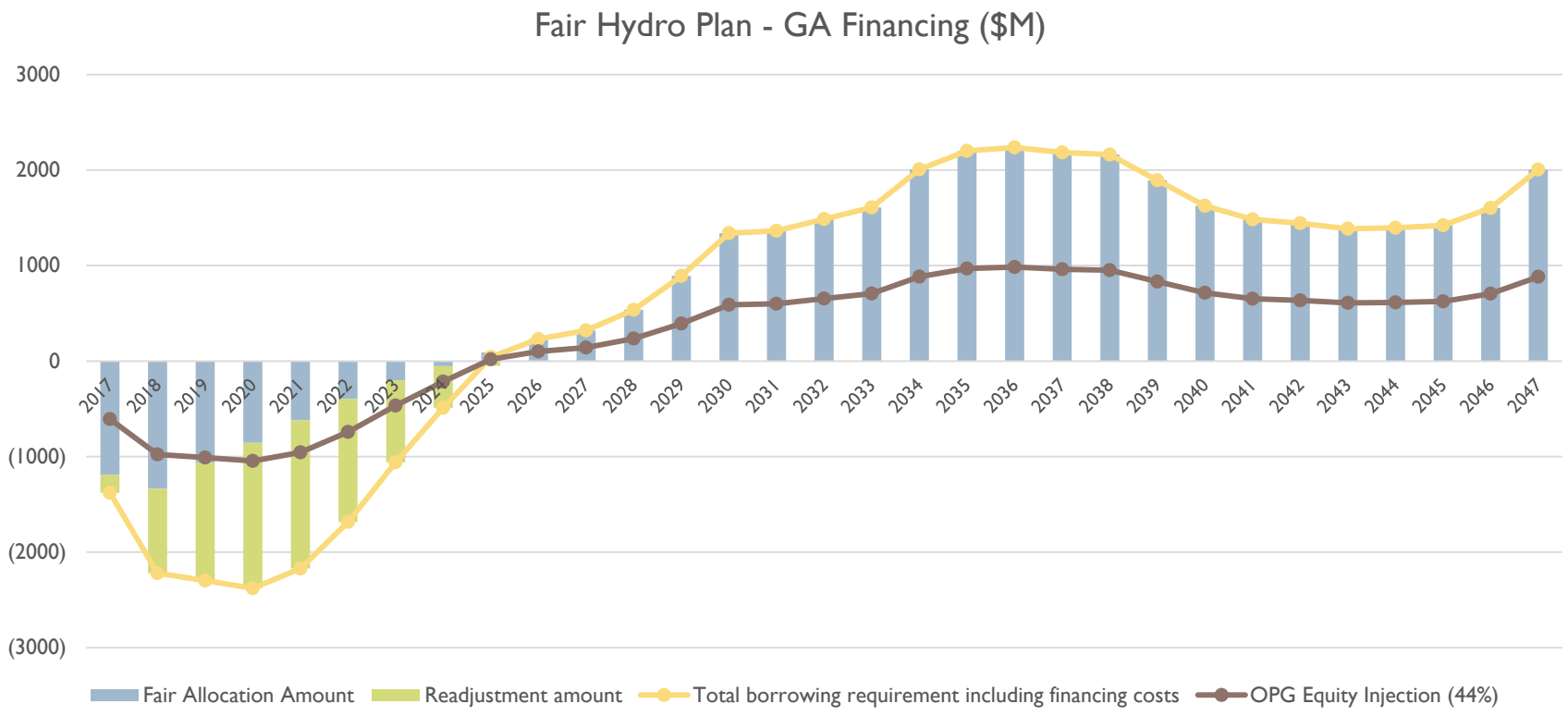
Preliminary Assessment – OPG Equity Injection



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Preliminary Assessment – OPG Equity Injection

Based on preliminary assessment of OPG Equity Injection details provided by the Ministry of Energy. Additional details requested. Subject to update and refinement.

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Preliminary Assessment – OPG Equity Injection – Calendar Year

- On September 28, 2017, the Minister of Energy provided Fair Allocation Amount and Readjustment Amount estimates over the FHP Reference Periods to OPG, the Financial Services Manager for the Fair Hydro Plan.
- The table below outlines a ***preliminary assessment*** for the estimated annual equity injection amounts from the Province to OPG. The equity injections estimate total about $6.1B from 2017 to 2024. Due to the treatment of interest and finance costs, this is only an estimate.

$M nominal	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Fair Allocation Amount[1,2]	(1191)	(1336)	(1064)	(855)	(621)	(396)	(201)	(53)	91	231	321	537	892	1340	1365	1486
Readjustment Amount[1,3]	(188)	(885)	(1233)	(1523)	(1551)	(1289)	(859)	(436)	(49)	-	-	-	-	-	-	-
Readjustment Amount - In Period Borrowing Costs[1,3]	(4)	(20)	(28)	(35)	(27)	(29)	(20)	(10)	(1)	-	-	-	-	-	-	-
Total borrowing requirement including financing costs[1]	(1382)	(2241)	(2325)	(2413)	(2199)	(1714)	(1080)	(499)	41	231	321	537	892	1340	1365	1486
OPG Equity Injection (44%)	**(608)**	**(986)**	**(1023)**	**(1062)**	**(968)**	**(754)**	**(475)**	**(220)**	**18**	**102**	**141**	**236**	**392**	**590**	**600**	**654**

$M nominal	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Fair Allocation Amount[1,2]	1609	2007	2201	2237	2185	2163	1892	1626	1484	1444	1385	1395	1421	1603	2006
Readjustment Amount[1,3]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Readjustment Amount - In Period Borrowing Costs[1,3]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total borrowing requirement including financing costs[1]	1609	2007	2201	2237	2185	2163	1892	1626	1484	1444	1385	1395	1421	1603	2006
OPG Equity Injection (44%)	**708**	**883**	**969**	**984**	**961**	**952**	**832**	**716**	**653**	**635**	**610**	**614**	**625**	**705**	**883**

NOTE: Letter from Minister of Energy provided OPG information based on Reference Periods (generally aligning with RPP periods). Converted to calendar years by assuming equal distribution of amounts across months in the reference period.

1.Assumes sum of the Fair Allocation Amount, Readjustment Amount, and Readjustment Amount – In Period Borrowing Costs, represents total amount to be financed including finance costs, when total is negative. In the above chart this is from 2017 to 2024, inclusive. Remaining years, 2025 to 2047, presumably represent pay-back periods.

2. Assuming Fair Allocation Amount includes the interest cost, additional calculations would be required to determine exactly Equity Injection amounts.

3. Assuming Readjustment Amounts excludes interest costs; calculated assuming 4.5% annual interest rate compounded monthly for length of reference period.

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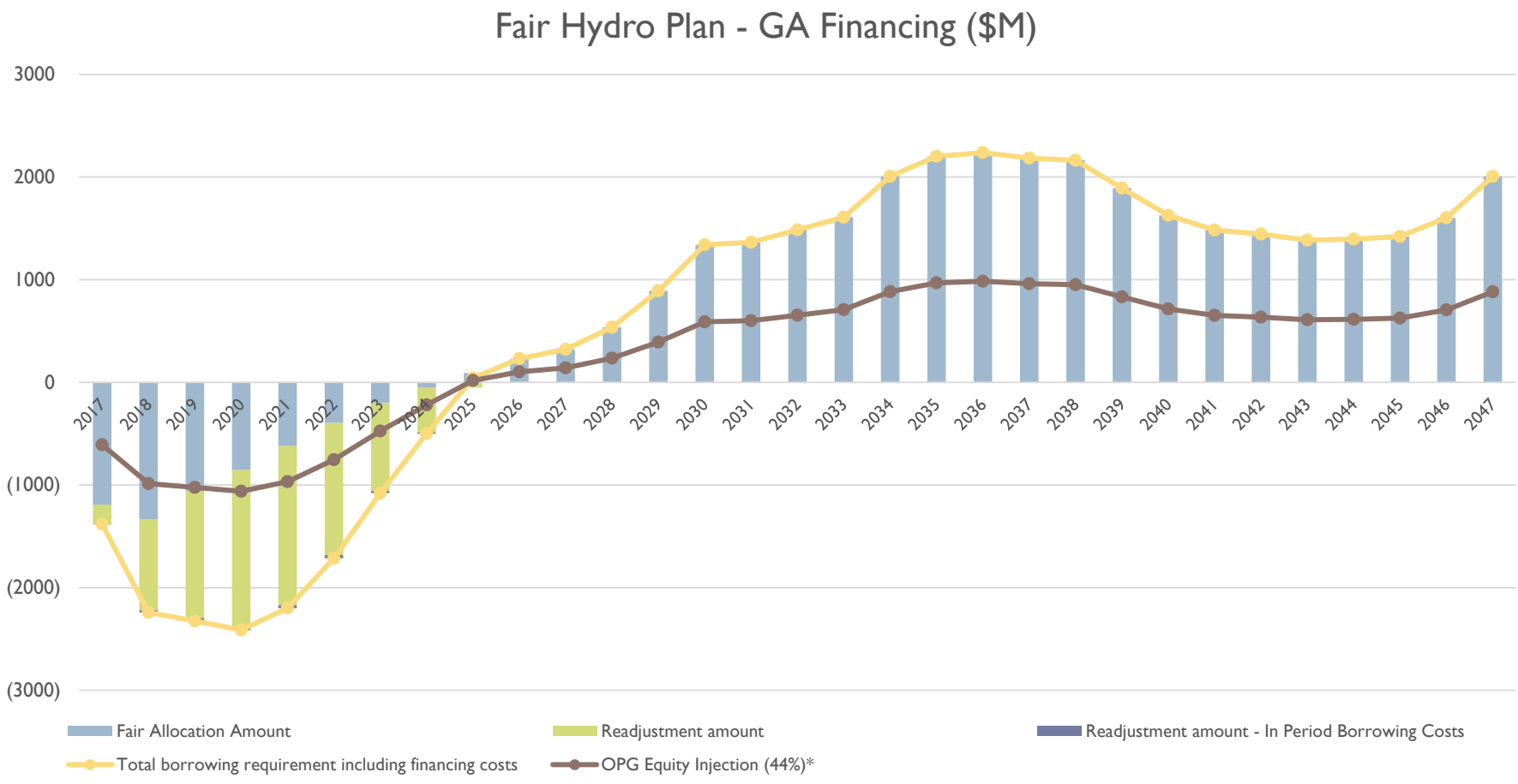
Preliminary Assessment – OPG Equity Injection – Calendar Year



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Preliminary Assessment – OPG Equity Injection – Fiscal Year

- The table below outlines a ***preliminary assessment*** for the estimated annual equity injection amounts from the Province to OPG. The equity injections total about $6.1B from 2017-18 to 2024-25. Due to the treatment of interest and finance costs, this is only an estimate.

$M nominal	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Fair Allocation Amount[1,2]	(1580)	(1227)	(1014)	(798)	(563)	(344)	(161)	(18)	128	254	362	613	1010	1373	1385	1510
Readjustment Amount[1,3]	(358)	(997)	(1312)	(1555)	(1508)	(1191)	(752)	(329)	(12)	-	-	-	-	-	-	-
Readjustment Amount - In Period Borrowing Costs[1,3]	(8)	(23)	(30)	(35)	(26)	(27)	(17)	(7)	(0)							
Total borrowing requirement including financing costs[1]	(1946)	(2247)	(2355)	(2388)	(2097)	(1562)	(930)	(354)	115	254	362	613	1010	1373	1385	1510
OPG Equity Injection (44%)	**(856)**	**(989)**	**(1036)**	**(1051)**	**(923)**	**(687)**	**(409)**	**(156)**	**51**	**112**	**159**	**270**	**444**	**604**	**609**	**664**

$M nominal	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
Fair Allocation Amount[1,2]	1694	2076	2221	2227	2183	2114	1820	1580	1468	1430	1383	1398	1449	1699	1534
Readjustment Amount[1,3]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Readjustment Amount - In Period Borrowing Costs[1,3]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total borrowing requirement including financing costs[1]	1694	2076	2221	2227	2183	2114	1820	1580	1468	1430	1383	1398	1449	1699	1534
OPG Equity Injection (44%)	**745**	**913**	**977**	**980**	**960**	**930**	**801**	**695**	**646**	**629**	**608**	**615**	**637**	**748**	**675**

NOTE: Letter from Minister of Energy provided OPG information based on Reference Periods (generally aligning with RPP periods). Converted to fiscal years by assuming equal distribution of amounts across months in the reference period.

1.Assumes sum of the Fair Allocation Amount, Readjustment Amount, and Readjustment Amount – In Period Borrowing Costs, represents total amount to be financed including finance costs, when total is negative. In the above chart this is from 2017-18 to 2024-25, inclusive. Remaining years, 2025-26 to 2047-48, presumably represent pay-back periods.

2. Assuming Fair Allocation Amount includes the interest cost, additional calculations would be required to determine exactly Equity Injection amounts.

3. Assuming Readjustment Amounts excludes interest costs; calculated assuming 4.5% annual interest rate compounded monthly for length of reference period.

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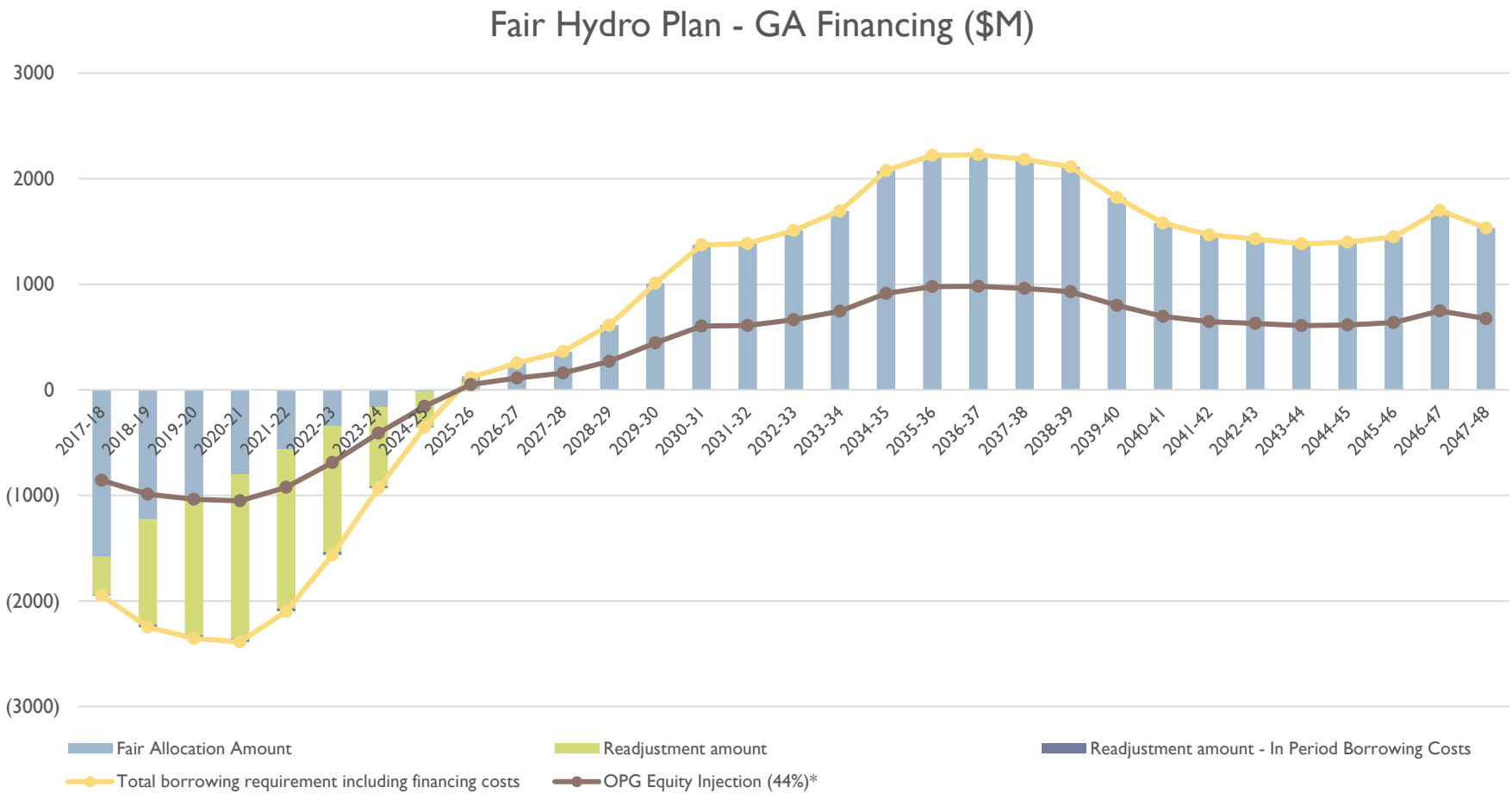
Preliminary Assessment – OPG Equity Injection – Fiscal Year



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Preliminary Assessment – OPG Equity Injection

On September 28, 2017, the Minister of Energy provided Fair Allocation Amount and Readjustment Amount estimates over the FHP Reference Periods to OPG, the Financial Services Manager for the Fair Hydro Plan.

The following analysis is based on a preliminary assessment of annual OPG Equity Injection requirements using the information from the September 28, 2017 Ministry of Energy letter. Subject to update and refinement.

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Preliminary Assessment – OPG Equity Injection – Calendar Year

- The table below outlines a preliminary assessment for the estimated annual equity injection amounts from the Province to OPG. The equity injections estimate total about $6B from 2017 to 2024.

$M nominal	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Fair Allocation Amount[1]	(1191)	(1336)	(1064)	(855)	(621)	(396)	(201)	(53)	91	231	321	537	892	1340	1365	1486
Readjustment Amount[1]	(188)	(885)	(1233)	(1523)	(1551)	(1289)	(859)	(436)	(49)	-	-	-	-	-	-	-
Total borrowing requirement[1]	(1378)	(2221)	(2297)	(2378)	(2172)	(1684)	(1060)	(489)	42	231	321	537	892	1340	1365	1486
OPG Equity Injection (44%)	**(606)**	**(977)**	**(1011)**	**(1046)**	**(956)**	**(741)**	**(466)**	**(215)**	**18**	**102**	**141**	**236**	**392**	**590**	**600**	**654**

$M nominal	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Fair Allocation Amount	1609	2007	2201	2237	2185	2163	1892	1626	1484	1444	1385	1395	1421	1603	2006
Readjustment Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total borrowing requirement	1609	2007	2201	2237	2185	2163	1892	1626	1484	1444	1385	1395	1421	1603	2006
OPG Equity Injection (44%)	**708**	**883**	**969**	**984**	**961**	**952**	**832**	**716**	**653**	**635**	**610**	**614**	**625**	**705**	**883**

NOTE: Letter from Minister of Energy provided OPG information based on Reference Periods (generally aligning with RPP periods). Converted to calendar years by assuming equal distribution of amounts across months in the reference period.

1. Assumes sum of the Fair Allocation Amount, and Readjustment Amount represents amount to be financed annually when total is negative.

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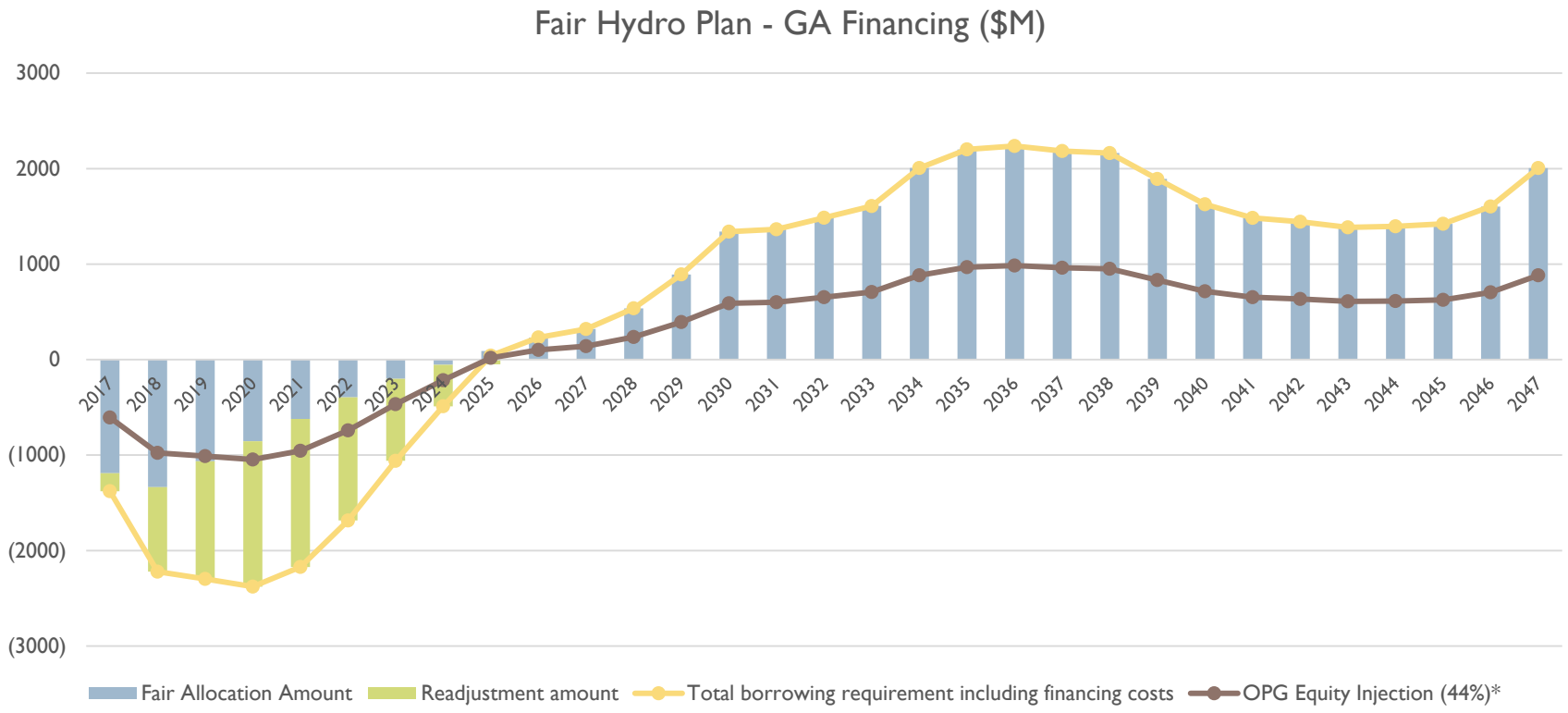
Preliminary Assessment – OPG Equity Injection – Calendar Year



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Preliminary Assessment – OPG Equity Injection – Fiscal Year

- The table below outlines a preliminary assessment for the estimated annual equity injection amounts from the Province to OPG. The equity injections total about $6B from 2017-18 to 2024-26. Due to the treatment of interest and finance costs, this is only an estimate.

$M nominal	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Fair Allocation Amount[1]	(1580)	(1227)	(1014)	(798)	(563)	(344)	(161)	(18)	128	254	362	613	1010	1373	1385	1510
Readjustment Amount[1]	(358)	(997)	(1312)	(1555)	(1508)	(1191)	(752)	(329)	(12)	-	-	-	-	-	-	-
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OPG Equity Injection (44%)	**(853)**	**(979)**	**(1023)**	**(1035)**	**(911)**	**(675)**	**(402)**	**(152)**	**51**	**112**	**159**	**270**	**444**	**604**	**609**	**664**

$M nominal	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
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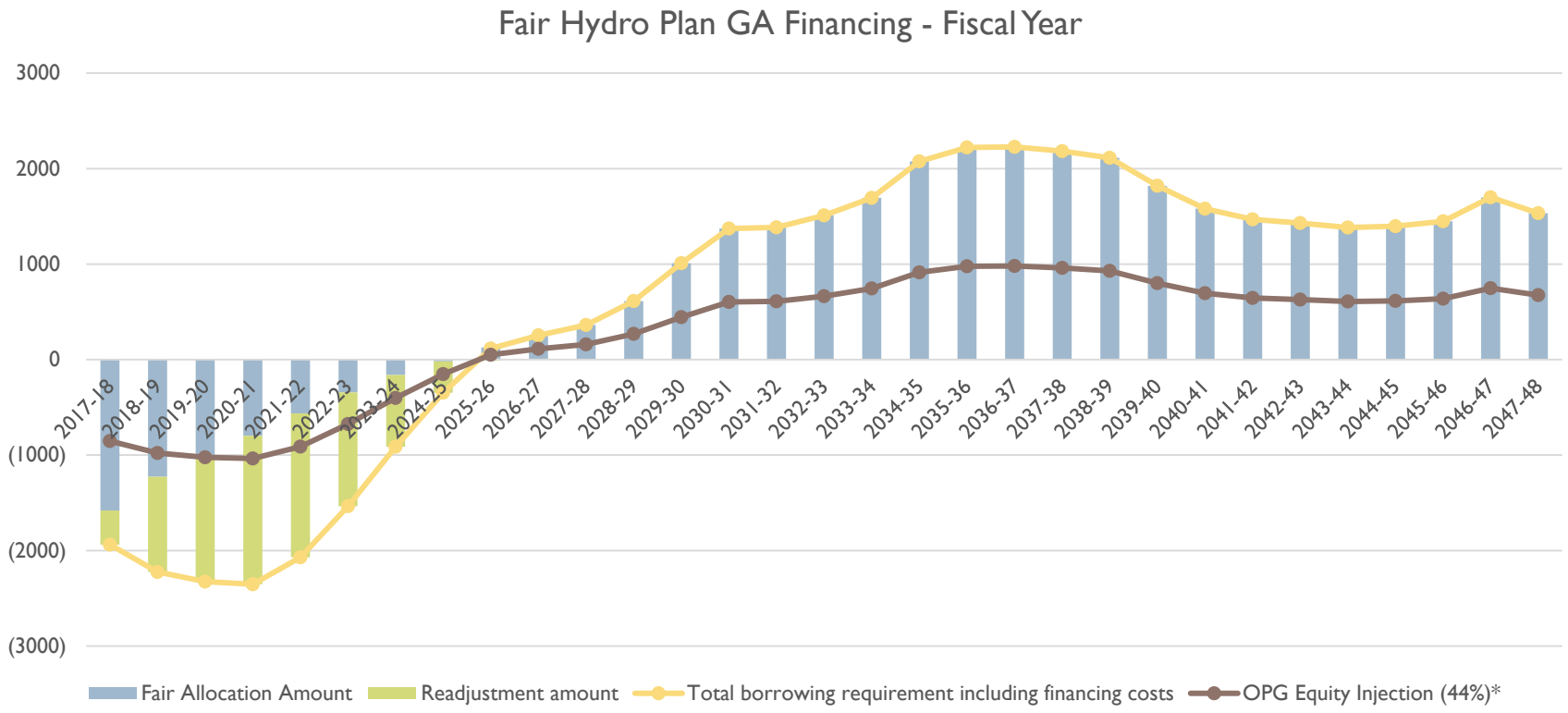
Preliminary Assessment – OPG Equity Injection – Fiscal Year



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Readjustment Amount[1]	(188)	(885)	(1233)	(1523)	(1551)	(1289)	(859)	(436)	(49)	-	-	-	-	-	-	-
Total borrowing requirement[1]	(1378)	(2221)	(2297)	(2378)	(2172)	(1684)	(1060)	(489)	42	231	321	537	892	1340	1365	1486
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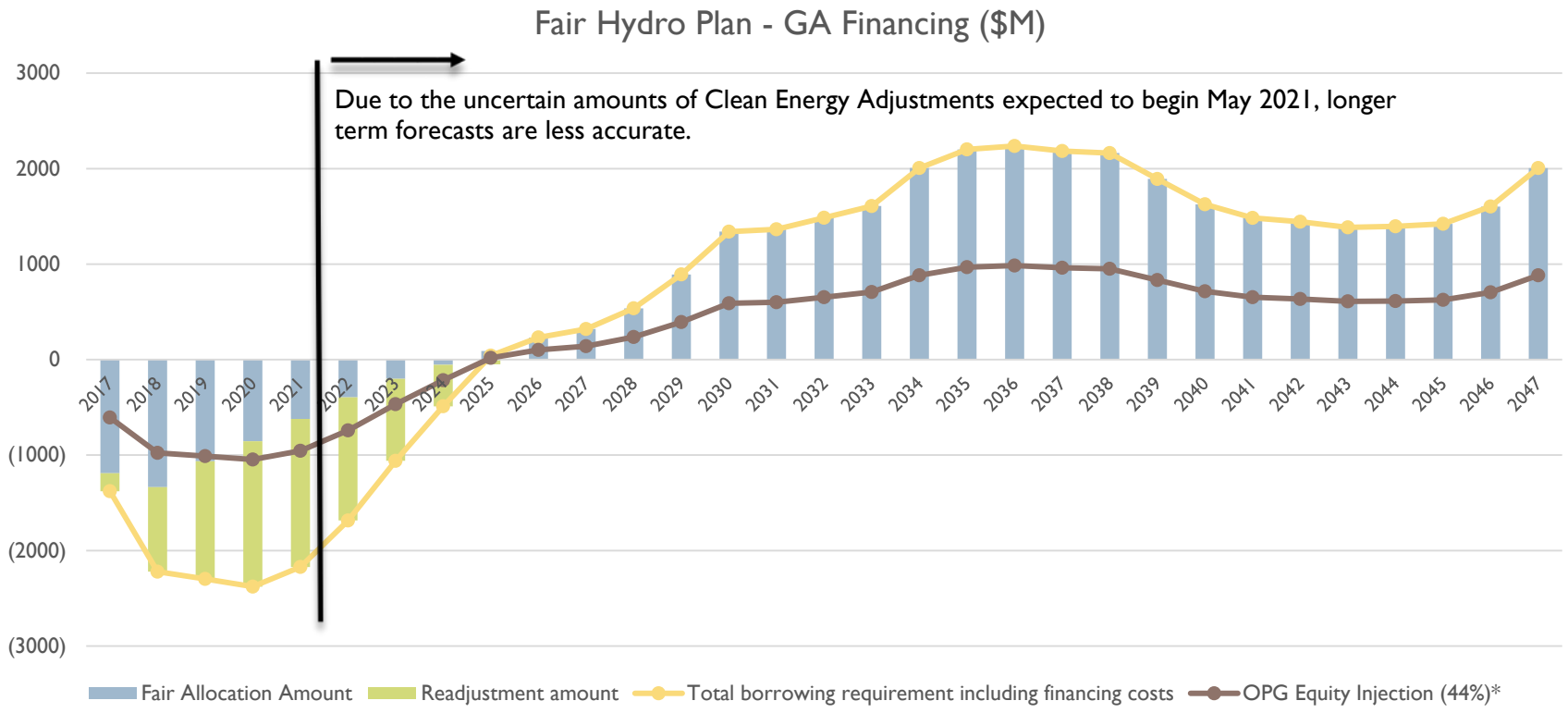

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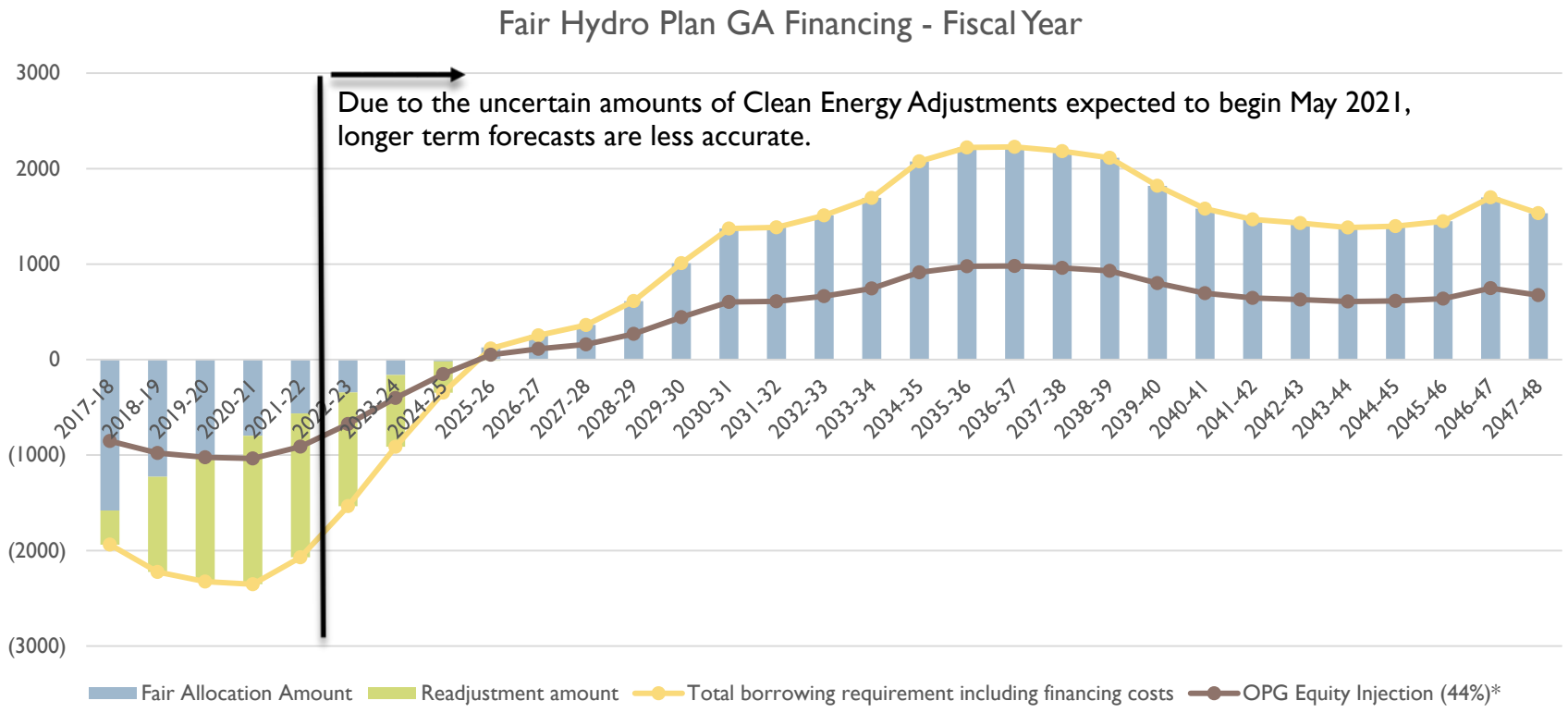

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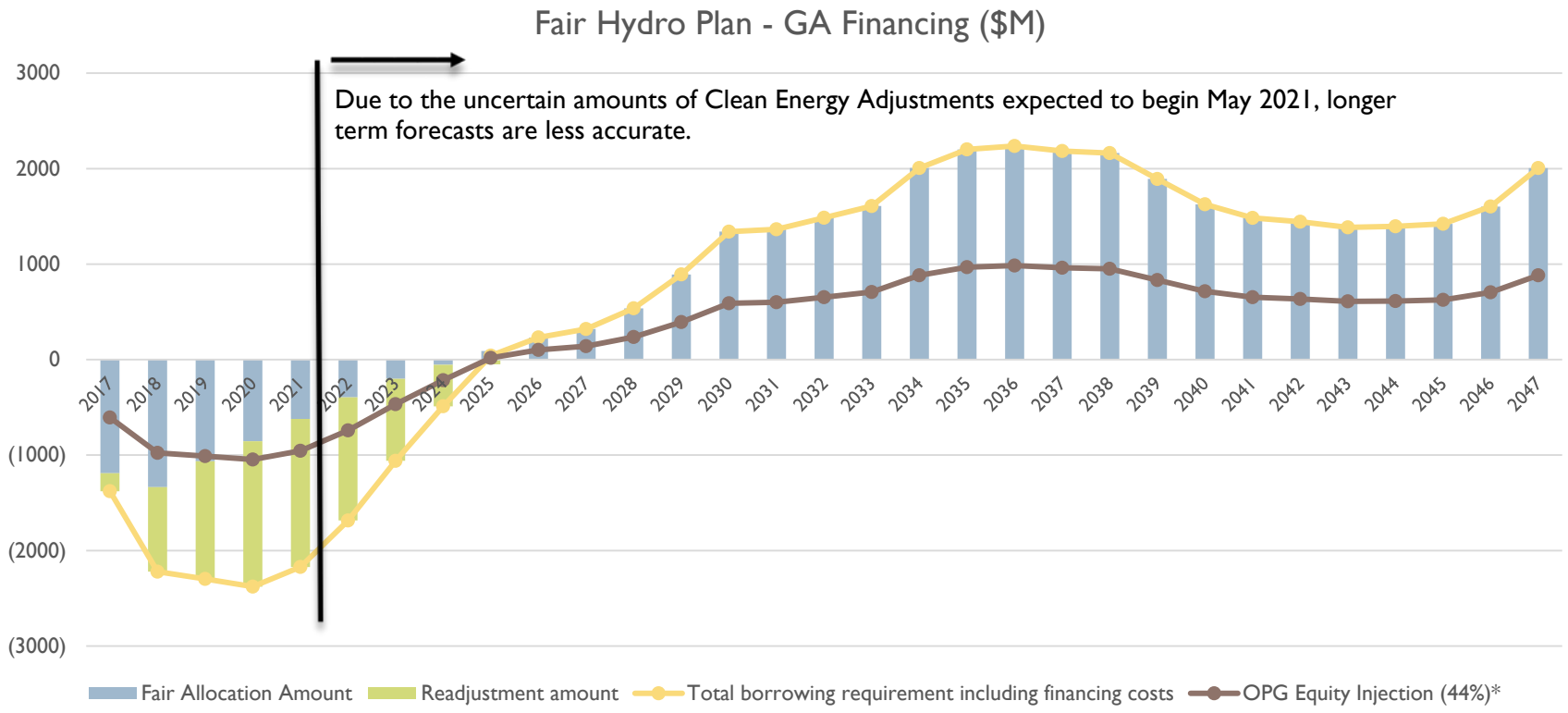

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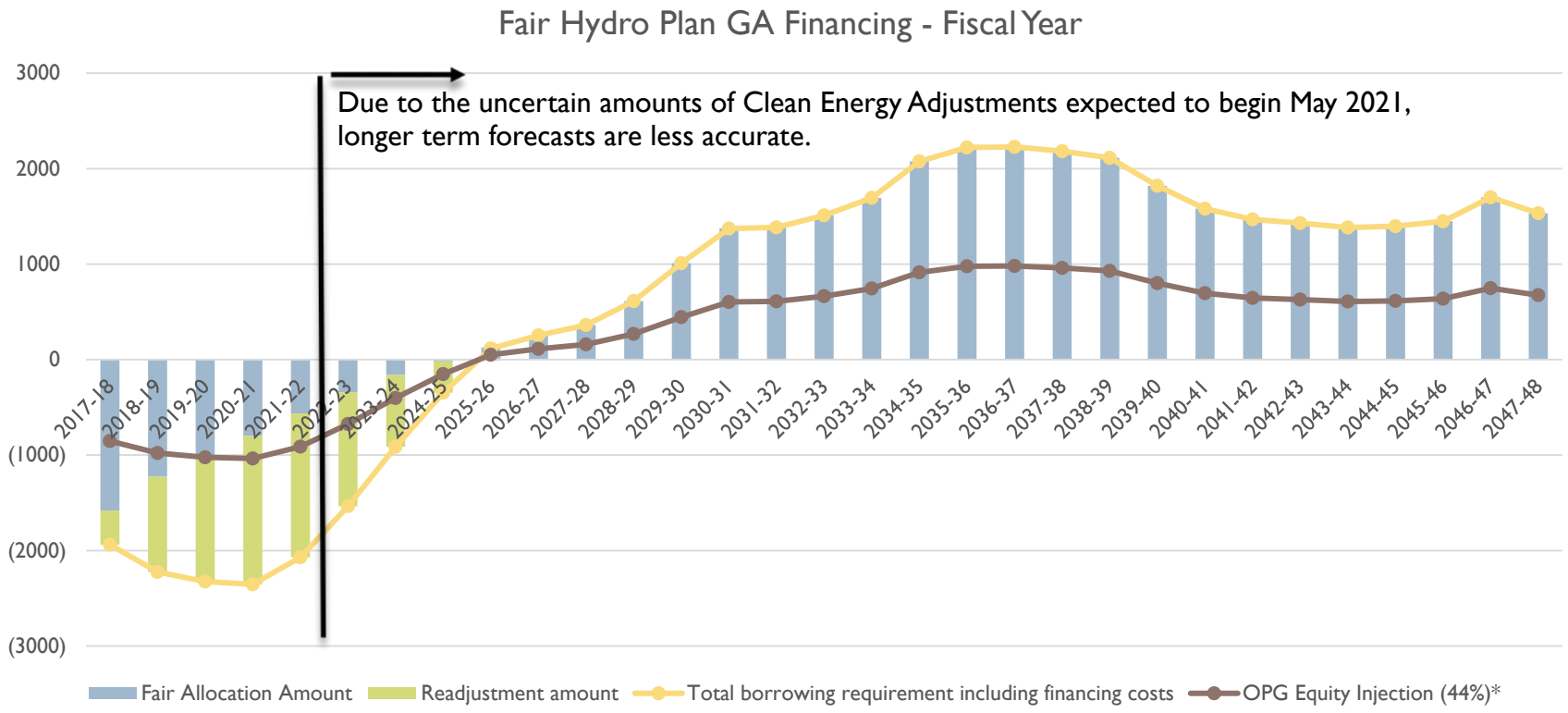

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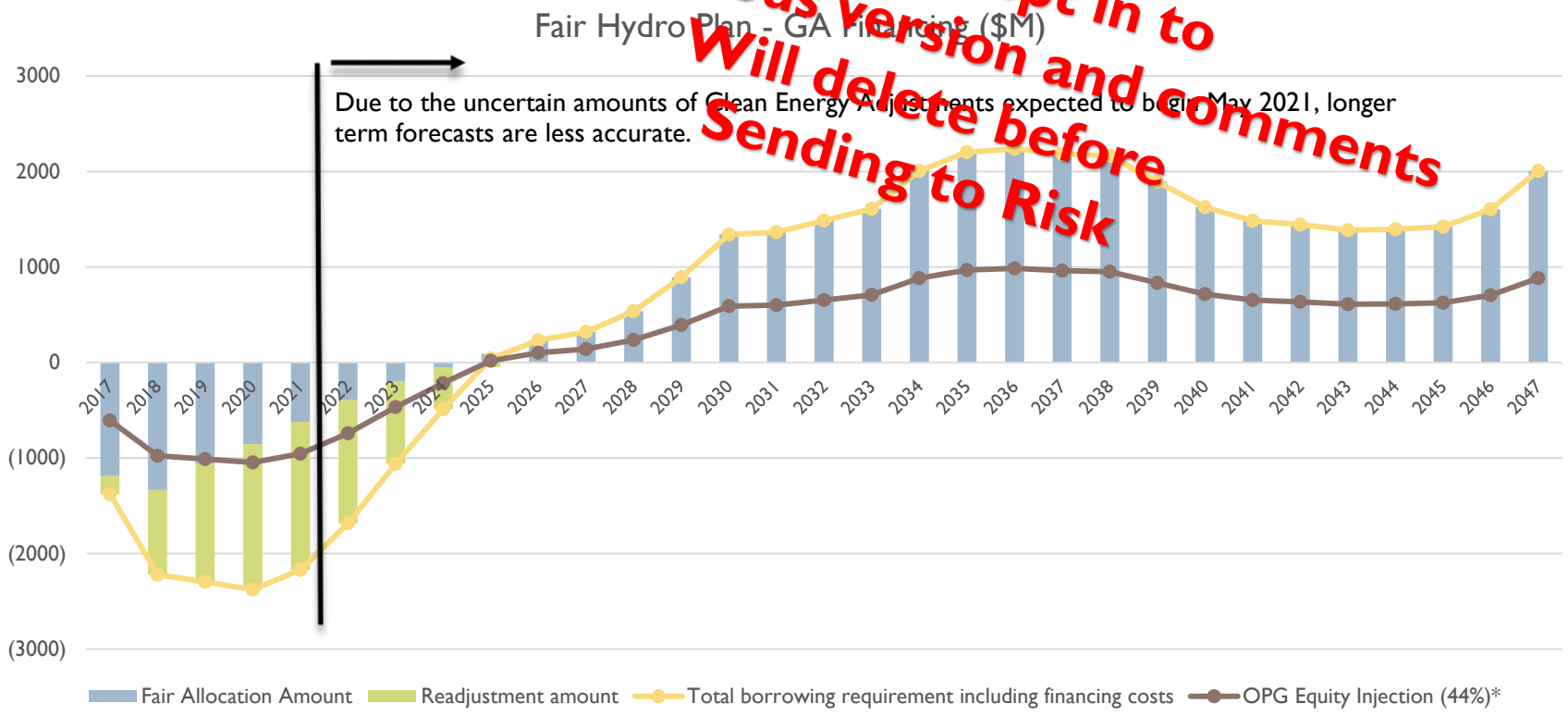

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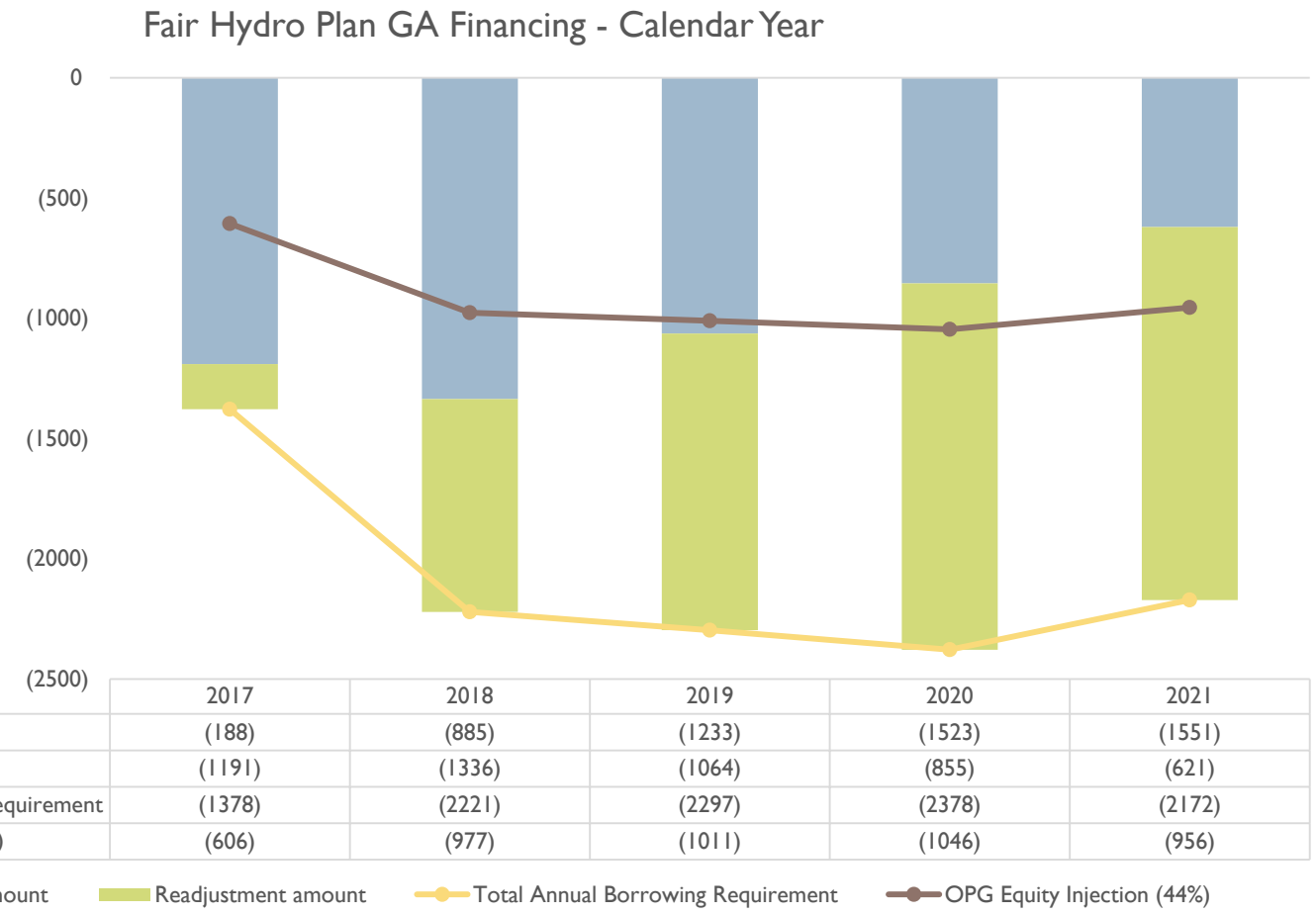

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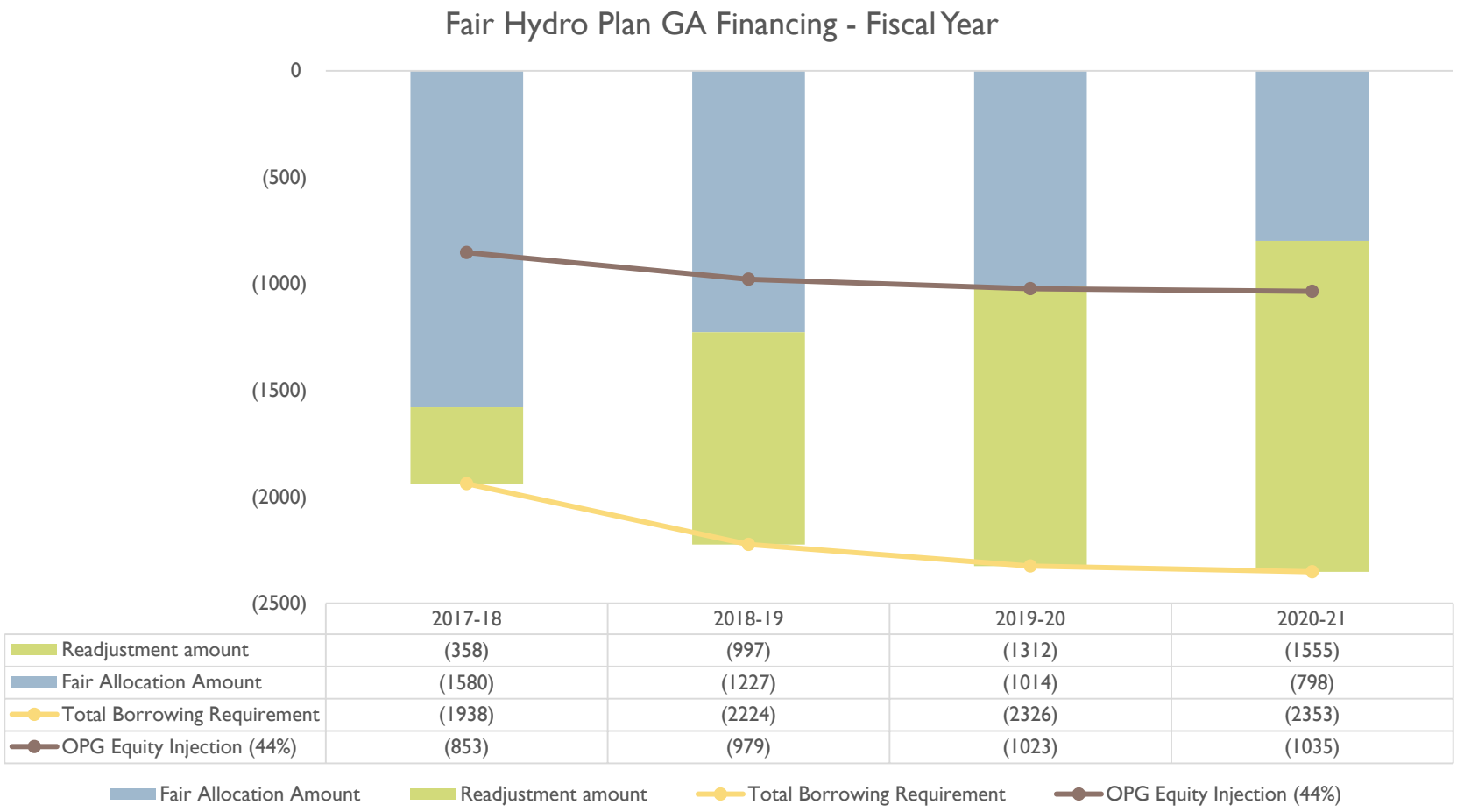

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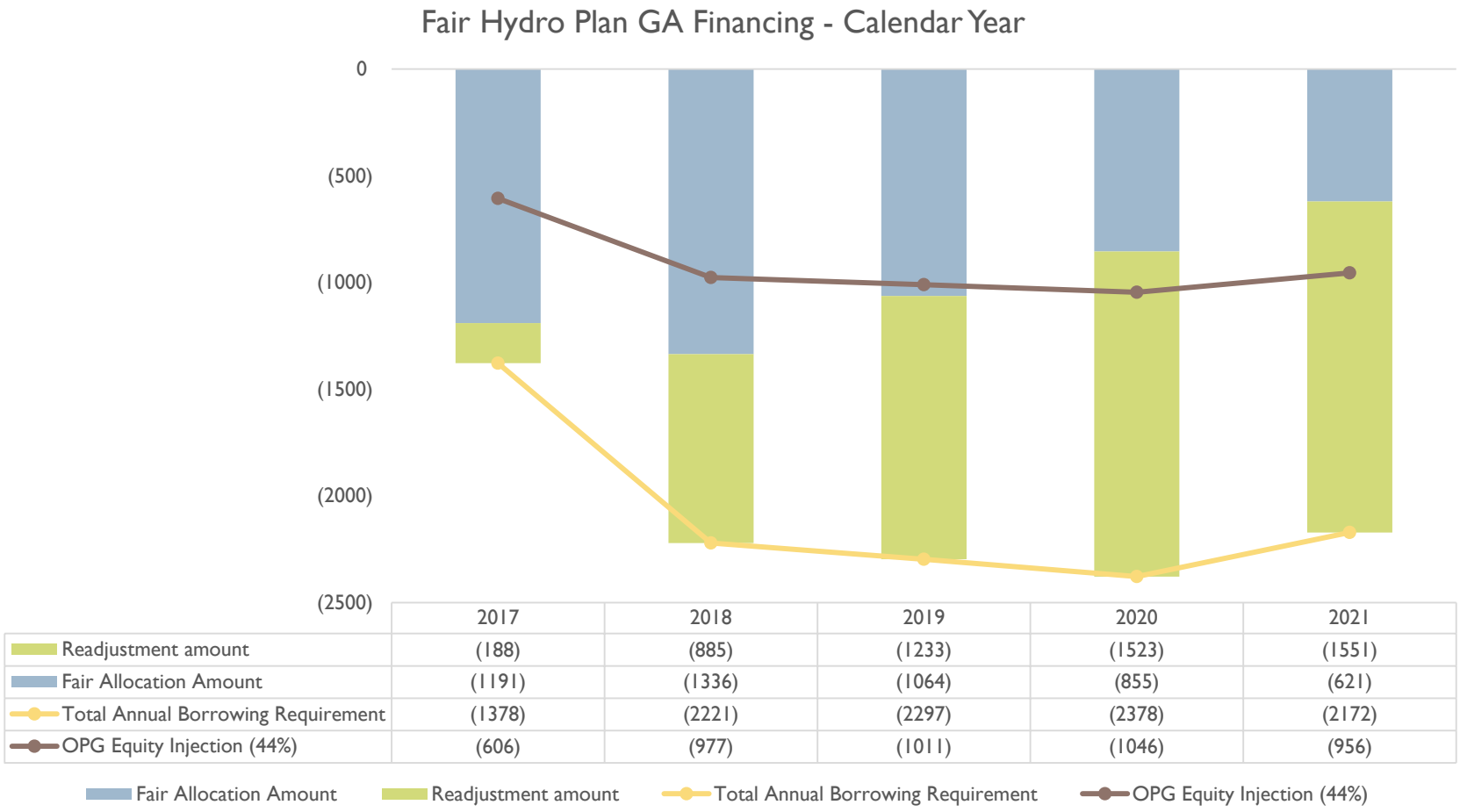

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Readjustment amount	(188)	(885)	(1233)	(1523)	(1551)
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)	(621)
Total Annual Borrowing Requirement	(1378)	(2221)	(2297)	(2378)	(2172)
OPG Equity Injection (44%)	(606)	(977)	(1011)	(1046)	(956)

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Preliminary Assessment – OPG Equity Injection – Fiscal Year

- The table below outlines a preliminary assessment for the estimated annual equity injection amounts from the Province to OPG.

$M nominal	2017-18	2018-19	2019-20	2020-21
Fair Allocation Amount[1]	(1580)	(1227)	(1014)	(798)
Readjustment Amount[1]	(358)	(997)	(1312)	(1555)
Total Borrowing Requirement[1]	(1938)	(2224)	(2326)	(2353)
OPG Equity Injection (44%)	**(853)**	**(979)**	**(1023)**	**(1035)**

NOTE: Letter from Minister of Energy provided OPG information based on Reference Periods (generally aligning with RPP periods). Converted to fiscal years by assuming equal distribution of amounts across months in the reference period.

1. Assumes sum of the Fair Allocation Amount, and Readjustment Amount represents amount to be financed annually including interest costs.

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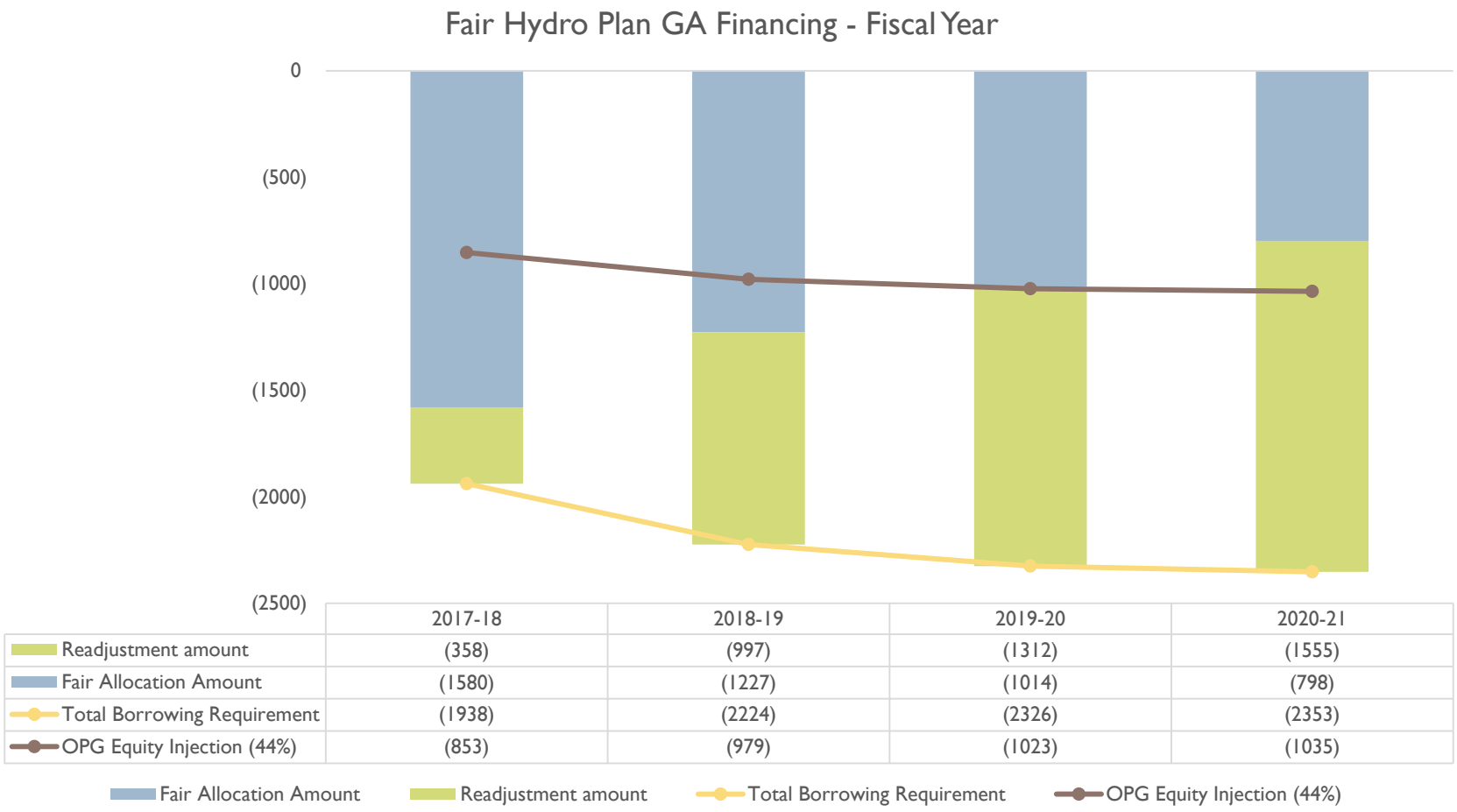
Preliminary Assessment – OPG Equity Injection – Fiscal Year



	2017-18	2018-19	2019-20	2020-21
Readjustment amount	(358)	(997)	(1312)	(1555)
Fair Allocation Amount	(1580)	(1227)	(1014)	(798)
Total Borrowing Requirement	(1938)	(2224)	(2326)	(2353)
OPG Equity Injection (44%)	(853)	(979)	(1023)	(1035)

DRAFT

Preliminary Assessment – OPG Equity Injection

On September 28, 2017, the Minister of Energy provided Fair Allocation Amount and Readjustment Amount estimates over the FHP Reference Periods to OPG, the Financial Services Manager for the Fair Hydro Plan.

The following analysis is based on a preliminary assessment of annual OPG Equity Injection requirements using the information from the September 28, 2017 Ministry of Energy letter.

Energy staff indicate that scenarios involving the Fair Allocation Adjustment and Readjustment Amount continue to evolve in discussions with investment community and financial advisors. Information beyond 2021 is to be determined, as such CEFD is unable to make an assessment beyond 2021.

Subject to update and refinement.

DRAFT

Preliminary Assessment – OPG Equity Injection – Calendar Year (5 year period)

- The table below outlines a preliminary assessment for the estimated annual equity injection amounts from the Province to OPG.

$M nominal	2017	2018	2019	2020	2021
Fair Allocation Amount[1]	(1191)	(1336)	(1064)	(855)	(621)
Readjustment Amount[1]	(188)	(885)	(1233)	(1523)	(1551)
Total Annual Borrowing Requirement[1]	(1378)	(2221)	(2297)	(2378)	(2172)
OPG Equity Injection (44%)	**(606)**	**(977)**	**(1011)**	**(1046)**	**(956)**

NOTE: Letter from Minister of Energy provided OPG information based on Reference Periods (generally aligning with RPP periods). Converted to calendar years by assuming equal distribution of amounts across months in the reference period.

1. Assumes sum of the Fair Allocation Amount, and Readjustment Amount represents amount to be financed annually including interest costs.

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Preliminary Assessment – OPG Equity Injection – Calendar Year

- Due to the uncertain amounts of Clean Energy Adjustments expected to begin May 2021, longer term forecasts are less accurate (*italicized below*).
- Based on these forecasts, funding requirements (equity injections) are expected to end in 2024.

$M nominal	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Fair Allocation Amount[1]	(1191)	(1336)	(1064)	(855)	(621)	*(396)*	*(201)*	*(53)*	*91*	*231*	*321*	*537*	*892*	*1340*	*1365*	*1486*
Readjustment Amount[1]	(188)	(885)	(1233)	(1523)	(1551)	*(1289)*	*(859)*	*(436)*	*(49)*	-	-	-	-	-	-	-
Total Annual borrowing requirement/repayment[1]	(1378)	(2221)	(2297)	(2378)	(2172)	*(1684)*	*(1060)*	*(489)*	*42*	*231*	*321*	*537*	*892*	*1340*	*1365*	*1486*
OPG Equity Injection (44%)	**(606)**	**(977)**	**(1011)**	**(1046)**	**(956)**	***(741)***	***(466)***	***(215)***								

$M nominal	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Fair Allocation Amount[1]	*1609*	*2007*	*2201*	*2237*	*2185*	*2163*	*1892*	*1626*	*1484*	*1444*	*1385*	*1395*	*1421*	*1603*	*2006*
Readjustment Amount[1]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Annual borrowing requirement/repayment[1]	*1609*	*2007*	*2201*	*2237*	*2185*	*2163*	*1892*	*1626*	*1484*	*1444*	*1385*	*1395*	*1421*	*1603*	*2006*

NOTE: Letter from Minister of Energy provided OPG information based on Reference Periods (generally aligning with RPP periods). Converted to calendar years by assuming equal distribution of amounts across months in the reference period.

1. Assumes sum of the Fair Allocation Amount, and Readjustment Amount represents amount to be financed annually including interest costs.

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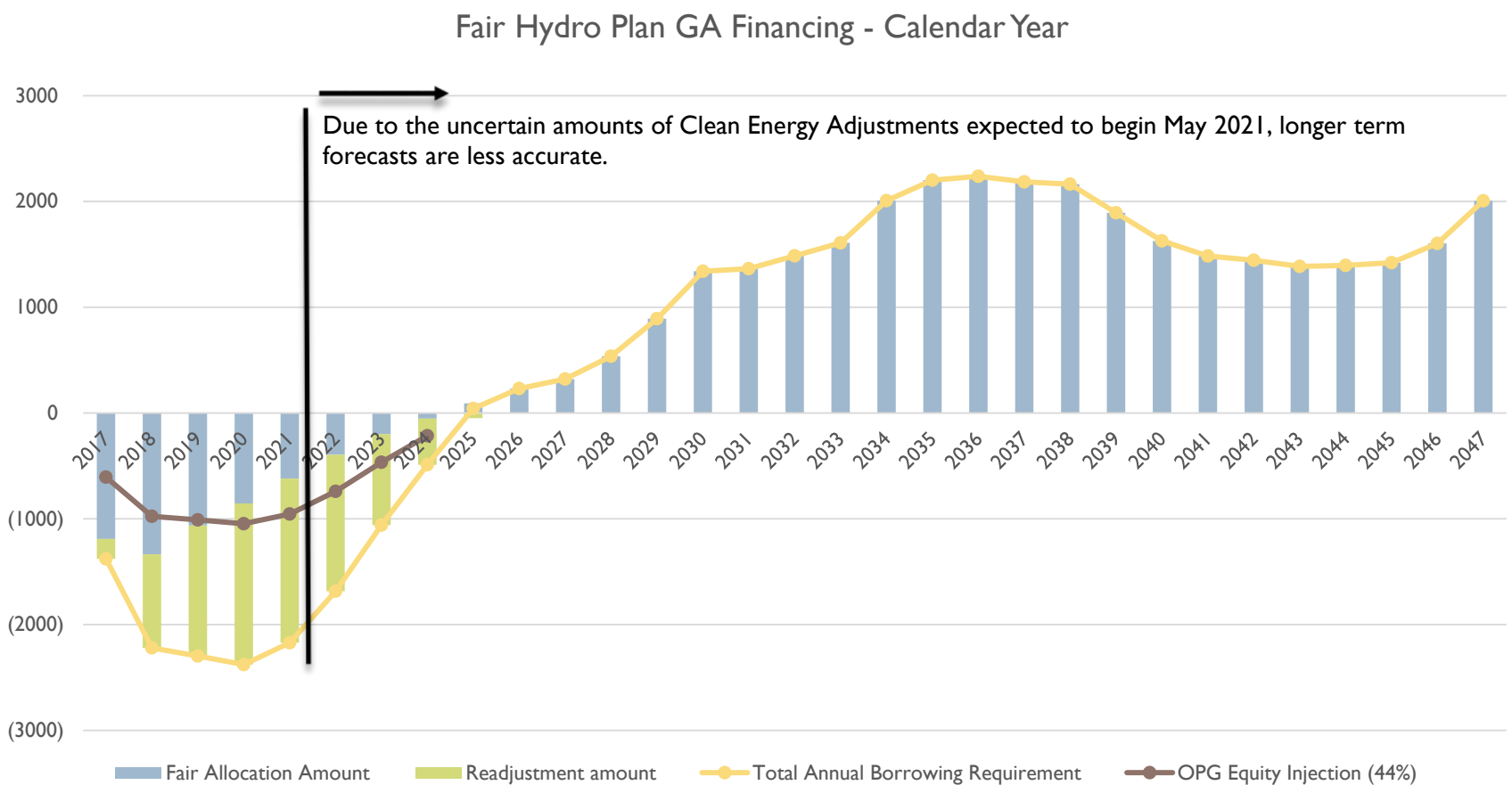
Preliminary Assessment – OPG Equity Injection – Calendar Year

- OPG equity injections forecasted to end in ~2024 to ~2025 (subject to updates).
- OPG share-buy back process yet to be determined.



~~FAA SECTION 11.4 (1)(C)~~ CERTIFICATE

Ministry of Energy Subscription for Class A Shares of OPG

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**

The Share Subscription Form requests payment by the Ministry to OPG of the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person ~~authorised~~ authorized by either of them under FAA s. 11.4]** hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and

ii) OPG is ~~eligible for or~~ entitled to the Subscription Payment.

Dated:

_____

name:

title:

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CERTIFICATE

Ministry of Energy Subscription for Class A Shares of OPG

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**

The Share Subscription Form requests payment by the Ministry to OPG of the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I [**Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

DRAFT

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I **[Minister of Energy, or Deputy Minister of Energy, or a person authorised by either of them**] hereby certify that OPG is eligible for or entitled to the Subscription Payment.

Dated:

_____

name:

title:

DRAFT

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The Share Subscription Form requests payment by the Ministry to OPG of the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the Subscription Payment").

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorised by either of them**] hereby certify that OPG is eligible for or entitled to the Subscription Payment:

(a) The amount requested by OPG is $_____;

i. previous Year-to-Date Subscription Payment $_____

ii. revised Year-to-Date Subscription Payment $_____

(b) The Appropriated Amount approved for ENERGY is $_____;

Dated:

_____

name:

title:

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GA Financing Model

By changing the inputs, one can model different scenarios for the GA Debt financing.

Total Principal ($M)	20332.32		Please only
Peak Debt ($M)	26336.62		
Accumulated Interest ($M)	18129.4		
Max Payment ($M)	2241.551		
Interest Type	Annualized	Please Select	
Final Payment made in Year	2044		
Maximum Payment ($M)	-2241.55		
Payment Periods	12		
Share of debt & interest	0.44	Can Change Share here	
Weighted-average interest rate	0.0312	0.0363	0.043
		0	0
Change in ratepayer cost		-0.02793	-0.02955
	2017	2018	2019
IESO GA cost forecast + extrapolation	12095.37	11834.68	11552.11
Option 1 - Ratepayer cost	9594.764	9326.755	9051.176
GA Debt requirement			
Option 1	2500.606	2507.926	2500.929
Interest	0.03165	0.03691	0.043858
Debt Beginning of year	0	2500.606	5100.829
Interest on Debt	0	92.29753	223.7104
Additional GA Drawdown, end of year	2500.606	2507.926	2500.929
Debt End of year	2500.606	5100.829	7825.468
Fiscalized (44% share) - $M	2017-18	2018-19	2019-20
Interest Cost	10.15273	55.06633	111.5772
	1100.266	1103.487	1100.409

Notes

1. Based on Ministry of Energy model and associated assumptions.
2. GA forecast, ratepayer payments, and interest costs subject to change.
3. To forecast the payment of the remaining balance, a cap of $2.242 bn above the true cost of GA

Fiscal Year Equivalent	2017-18	2018-19	2019-20
FY Adjusted Debt Requirement	2502	2506	2644
Provincial Borrowing Required	1101	1103	1164

change the yellow cells.

0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043
0	0	0	0	0	0	0	0	0
0.004717	-0.10008	-0.00051	0.003198	0.187285	-0.04378	0.098804	0.121069	0.138111
2020	2021	2022	2023	2024	2025	2026	2027	2028
12168.43	10843.56	10633.63	10243.43	11128.12	10527.02	10033.29	11042.84	10819.1
9093.867	8183.716	8179.553	8205.71	9742.517	9315.959	10236.41	11475.73	13060.65
3074.561	2659.839	2454.073	2037.722	1385.602	1211.06	-203.125	-432.883	-2241.55
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
7825.468	11243.24	14396.18	17481.63	20286.06	22561.36	24761.91	25644.78	26336.62
343.2067	493.1021	631.3827	766.7036	889.6991	989.4885	1085.999	1124.72	1155.063
3074.561	2659.839	2454.073	2037.722	1385.602	1211.06	-203.125	-432.883	-2241.55
11243.24	14396.18	17481.63	20286.06	22561.36	24761.91	25644.78	26336.62	25250.13
2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
167.4995	232.1758	292.6937	350.8791	402.4445	445.9911	482.099	498.2146	502.986
1352.807	1170.329	1079.792	896.5979	609.6648	532.8662	-89.3749	-190.468	-986.283

A in any given year is applied. Thus, every year a maximum of $2.242 bn is recovered by ratepayers until

2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
2971	2608	2350	1875	1342	858
1307	1148	1034	825	590	377

0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043
0	0	0	0	0	0	0	0	0
-0.06205	-0.02345	-0.08919	0.015185	-0.05261	-0.04596	-0.20945	-0.0346	-0.03411
2029	2030	2031	2032	2033	2034	2035	2036	2037
10008.69	9721.438	8654.485	8819.939	8238.038	7756.435	5662.321	5388.845	5128.576
12250.24	11962.99	10896.04	11061.49	10479.59	9997.986	7903.872	7630.396	7370.127
-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
25250.13	24115.99	22932.11	21696.31	20406.31	19059.73	17654.09	16186.81	14655.17
1107.412	1057.671	1005.749	951.5494	894.973	835.9152	774.2673	709.9157	642.7417
-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55
24115.99	22932.11	21696.31	20406.31	19059.73	17654.09	16186.81	14655.17	13056.37

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
481.7897	459.6638	436.5676	412.4583	387.2918	361.0214	333.5989	304.9738	275.0931
-986.283	-986.283	-986.283	-986.283	-986.283				

l the debt is paid down, with interest still accumulating over this period.

0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043
0	0	0	0	0	0	1	1	1
-0.03361	-0.0331	-0.03258	-0.03205	-0.03151	-0.03096	-0.03041	-0.02985	-0.02928
2038	2039	2040	2041	2042	2043	2044	2045	2046
4880.878	4645.143	4420.794	4207.28	4004.078	3810.691	3626.644	3451.485	3284.787
7122.429	6886.694	6662.345	6448.831	6245.629	6052.242	5868.195	5693.036	5526.338
-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
13056.37	11387.44	9645.311	7826.781	5928.494	3946.952	1878.505	0	0
572.6217	499.4263	423.0208	343.2643	260.0099	173.1041	82.38686	0	0
-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-1960.89	0	0
11387.44	9645.311	7826.781	5928.494	3946.952	1878.505	0	0	0
2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
243.902	211.343	177.3559	141.8783	104.8447	66.18691	27.18766	0	0

0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043
1	1	1	1	1	1	1	1	1
-0.02871	-0.44573	-0.0483	-0.0483					
2047	2048	2049	2050	2051	2052	2053	2054	2055
3126.139	2975.154	2831.461	2694.708					
5367.69	2975.154	2831.461	2694.708					
-2241.55	0	0	0	0	0	0	0	0
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
2047-48	2048-49	2049-50	2050-51	2051-52	2052-53	2053-54	2054-55	2055-56
0	0	0	0	0	0	0	0	0

0.0431	0.0431	0.0431	0.0431	0.0431	0.0431	0.0431	0.0431	0.0431
2056	2057	2058	2059	2060	2061	2062	2063	2064
0	0	0	0	0	0	0	0	0
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
2056-57	2057-58	2058-59	2059-60	2060-61	2061-62	2062-63	2063-64	2064-65
0	0	0	0	0	0	0	0	0

0.043	0.043	0.043	0.043	0.043	0.043
1	1	1	1	1	1
2065	2066	2067	2068	2069	2070
0	0	0	0	0	0
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
2065-66	2066-67	2067-68	2068-69	2069-70	
0	0	0	0	0	

Fiscal Year Equivalent	2017-18	2018-19	2019-20
FY Adjusted Debt Requirement	1938.333	2224	2325.5
Provincial Borrowing Required	853	979	1023

2020-21
2352.5
1035

GA Financing Model

By changing the inputs, one can model different scenarios for the GA Debt financing.

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Interest Type	Annualized	Please Select	
Final Payment made in Year	2044		
Maximum Payment ($M)	-2241.55		
Payment Periods	12		
Share of debt & interest	0.44	Can Change Share here	
Weighted-average interest rate	0.0312	0.0363	0.043
		0	0
Change in ratepayer cost		-0.02793	-0.02955
	2017	2018	2019
IESO GA cost forecast + extrapolation	12095.37	11834.68	11552.11
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3. To forecast the payment of the remaining balance, a cap of $2.242 bn above the true cost of GA

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Provincial Borrowing Required	1101	1103	1164

change the yellow cells.

0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043
0	0	0	0	0	0	0	0	0
0.004717	-0.10008	-0.00051	0.003198	0.187285	-0.04378	0.098804	0.121069	0.138111
2020	2021	2022	2023	2024	2025	2026	2027	2028
12168.43	10843.56	10633.63	10243.43	11128.12	10527.02	10033.29	11042.84	10819.1
9093.867	8183.716	8179.553	8205.71	9742.517	9315.959	10236.41	11475.73	13060.65
3074.561	2659.839	2454.073	2037.722	1385.602	1211.06	-203.125	-432.883	-2241.55
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
7825.468	11243.24	14396.18	17481.63	20286.06	22561.36	24761.91	25644.78	26336.62
343.2067	493.1021	631.3827	766.7036	889.6991	989.4885	1085.999	1124.72	1155.063
3074.561	2659.839	2454.073	2037.722	1385.602	1211.06	-203.125	-432.883	-2241.55
11243.24	14396.18	17481.63	20286.06	22561.36	24761.91	25644.78	26336.62	25250.13
2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
167.4995	232.1758	292.6937	350.8791	402.4445	445.9911	482.099	498.2146	502.986
1352.807	1170.329	1079.792	896.5979	609.6648	532.8662	-89.3749	-190.468	-986.283

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2971	2608	2350	1875	1342	858
1307	1148	1034	825	590	377

0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043
0	0	0	0	0	0	0	0	0
-0.06205	-0.02345	-0.08919	0.015185	-0.05261	-0.04596	-0.20945	-0.0346	-0.03411
2029	2030	2031	2032	2033	2034	2035	2036	2037
10008.69	9721.438	8654.485	8819.939	8238.038	7756.435	5662.321	5388.845	5128.576
12250.24	11962.99	10896.04	11061.49	10479.59	9997.986	7903.872	7630.396	7370.127
-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
25250.13	24115.99	22932.11	21696.31	20406.31	19059.73	17654.09	16186.81	14655.17
1107.412	1057.671	1005.749	951.5494	894.973	835.9152	774.2673	709.9157	642.7417
-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55
24115.99	22932.11	21696.31	20406.31	19059.73	17654.09	16186.81	14655.17	13056.37

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
481.7897	459.6638	436.5676	412.4583	387.2918	361.0214	333.5989	304.9738	275.0931
-986.283	-986.283	-986.283	-986.283	-986.283				

l the debt is paid down, with interest still accumulating over this period.

0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043
0	0	0	0	0	0	1	1	1
-0.03361	-0.0331	-0.03258	-0.03205	-0.03151	-0.03096	-0.03041	-0.02985	-0.02928
2038	2039	2040	2041	2042	2043	2044	2045	2046
4880.878	4645.143	4420.794	4207.28	4004.078	3810.691	3626.644	3451.485	3284.787
7122.429	6886.694	6662.345	6448.831	6245.629	6052.242	5868.195	5693.036	5526.338
-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
13056.37	11387.44	9645.311	7826.781	5928.494	3946.952	1878.505	0	0
572.6217	499.4263	423.0208	343.2643	260.0099	173.1041	82.38686	0	0
-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-2241.55	-1960.89	0	0
11387.44	9645.311	7826.781	5928.494	3946.952	1878.505	0	0	0
2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
243.902	211.343	177.3559	141.8783	104.8447	66.18691	27.18766	0	0

0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043	0.043
1	1	1	1	1	1	1	1	1
-0.02871	-0.44573	-0.0483	-0.0483					
2047	2048	2049	2050	2051	2052	2053	2054	2055
3126.139	2975.154	2831.461	2694.708					
5367.69	2975.154	2831.461	2694.708					
-2241.55	0	0	0	0	0	0	0	0
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
2047-48	2048-49	2049-50	2050-51	2051-52	2052-53	2053-54	2054-55	2055-56
0	0	0	0	0	0	0	0	0

0.0431	0.0431	0.0431	0.0431	0.0431	0.0431	0.0431	0.0431	0.0431
2056	2057	2058	2059	2060	2061	2062	2063	2064
0	0	0	0	0	0	0	0	0
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
2056-57	2057-58	2058-59	2059-60	2060-61	2061-62	2062-63	2063-64	2064-65
0	0	0	0	0	0	0	0	0

0.043	0.043	0.043	0.043	0.043	0.043
1	1	1	1	1	1
2065	2066	2067	2068	2069	2070
0	0	0	0	0	0
0.043858	0.043858	0.043858	0.043858	0.043858	0.043858
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
2065-66	2066-67	2067-68	2068-69	2069-70	
0	0	0	0	0	

ONTARIO POWER GENERATION INC.,
in its capacity as FSM

PROCESS CERTIFICATE

Certificate of the CFO and Treasurer pursuant to section 3.01 of the Change of Law Process Agreement

TO: Her Majesty the Queen in Right of Ontario, as represented by the Minister of Energy and the Minister of Finance (the "**Province**")

RE: Floating Rate Variable Funding Senior Notes, Series 2017-1 (the "**Series 2017-1 Senior Notes**") in the maximum aggregate principal amount of C$800,000,000, of which $75,990,000 will be drawn on April 20, 2018, resulting in a total drawn amount of $411,880,000

AND RE: Floating Rate Variable Funding Subordinated Notes, Series 2017-1 (the "**Series 2017-1 Subordinated Notes**") in the maximum aggregate principal amount of C$611,764,706 principal amount, of which $58,110,000 will be drawn on April 20, 2018, resulting in a total drawn amount of $314,967,000

AND RE: Floating Rate Variable Funding Junior Subordinated Notes, Series 2017-1 (the "**Series 2017-1 Junior Subordinated Notes**") in the maximum available aggregate principal amount of C$156,862,745, of which $14,900,000 will be drawn on April 20, 2018, resulting in a total drawn amount of $80,760,000 (the Series 2017-1 Junior Subordinated Notes together with the Series 2017-1 Senior Notes and the Series 2017-1 Subordinated Notes, the "**Funding Obligations**")

AND RE: Process Certificate of Ontario Power Generation Inc. in its capacity as FSM delivered pursuant to clause 3.01 of the Change of Law Process Agreement (as defined below) on December 21, 2017 (the "**Original Process Certificate**").

Reference is made to the Change of Law Process Agreement dated December 21, 2017 among the Province of Ontario and Ontario Power Generation Inc. (the "**Change of Law Process Agreement**"). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Change of Law Process Agreement.

Each of the undersigned, being the Chief Financial Officer and Treasurer of OPG acting in its capacity as FSM and holding the offices set forth under their names and signatures below, pursuant to and in accordance with clause 3.01 of the Change of Law Process Agreement, hereby certifies for and on behalf of OPG, in its capacity as Financial Services Manager, and not in such officer's personal capacity and intending that this certificate may be relied on by the addressees hereof without independent inquiry, that:

1. I have read and understand the provisions of the Change of Law Process Agreement and all other documents and materials necessary to enable me to deliver this certificate.

2. The material terms of the Funding Obligations, excluding the drawn principal amounts outstanding and identified on the preceding page, remain unchanged and are as described in Schedules A, B and C of the Original Process Certificate.

3. The Funding Obligations:

   (a) will arise under terms and conditions that are Substantially in the Form of the Reference Documentation applicable thereto;

   (b) in my opinion, are reasonably incurred or effected in compliance with the Act, the General Regulation, any other enactments related thereto and the Financing Plan;

   (c) are of a type and are on terms that a reasonably prudent financial services manager would incur in similar circumstances; and

   (d) reflect, in all material respects, arm's length terms and conditions.

4. No Disclosure Document was used in connection with the offering and sale of the Funding Obligations.

5. Any disclosure made in respect of any of the Funding Obligations (including any Disclosure Document, press release or other written communication prepared for dissemination to third parties in relation to any of the Funding Obligations) that refers to or describes the terms, effect or adherence of or to the Change of Law Process Agreement or the Change of Law Protection Agreement has been made available to the Province prior to use or dissemination, other than where such disclosure was substantially the same as a disclosure previously made.

6. No Breach Event has occurred on or prior to the date hereof, unless such Breach Event has been waived by the Province in writing.

7. At the time the Funding Obligations are incurred, the maximum aggregate payment amounts due or becoming due in the future in respect of Repayments under the Funding Obligations, together with all other outstanding amounts due or becoming due in the future in respect of Repayments under all Approved Obligations, do not exceed the Protection Agreement Maximum applicable on the date hereof.

[Signature page follows]

DATED April 16, 2018.

Name: Ken Hartwick
Title: Chief Financial Officer and Senior Vice President

Name: John Lee
Title: Vice President - Treasurer

DRAFT: JUNE 22, 2017

MASTER SHARE SUBSCRIPTION AGREEMENT

among

MINISTER OF ENERGY

- and –

ONTARIO POWER GENERATION

- and -

ONTARIO FINANCING AUTHORITY

Dated as of ■, 2017

EXHIBITS

Exhibit A	--	Share Subscription Form
Exhibit B	--	Subscription Supporting Information
Exhibit C	--	Receipt and Certificate
Exhibit D	--	Payment/Wire Transfer instructions
Exhibit E	--	Share Redemption Process

MASTER SHARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT made as of ■, 2017.

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Energy

(the "**Minister**")

- and -

ONTARIO POWER GENERATION INC., a corporation established under the laws of the Province of Ontario

("OPG")

- and -

ONTARIO FINANCING AUTHORITY, a [ ]

(the "**OFA**")

Background

1. The Government of Ontario enacted the *Ontario Fair Hydro Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP"). The Act's purpose is, among other things, to ensure that clean energy costs and clean energy benefits are fairly allocated among present and future specified consumers.

2. The Act and the regulations promulgated under the Act (the "Regulations") creates certain assets related to the deferral of electricity charges (the "Assets"), which Assets will be acquired from the Independent Electricity System Operator ("IESO") by the special purpose financing entity established by OPG to implement the financing plan to fund the deferral under the Act (the "Fair Hydro Trust") **[NTD: use "Financing Entity"??].**

3. The Fair Hydro Trust will acquire the Assets monthly from IESO and finance them in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Minister has agreed to fund up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the Fair Hydro Trust's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG [will amend] [has amended] its articles to create a new class of non-voting, redeemable shares (the "Class A Shares"). The Minister will subscribe for Class A Shares monthly in accordance with the process set forth in this Agreement and OPG will in turn invest these amounts in subordinated debt of the Fair Hydro Trust.

6. OPG will be entitled from time to time to redeem or buy back outstanding Class A Shares in connection with repayment of the Fair Hydro Trust subordinated debt or other purposes as may be approved by the OPG board of directors.

7. The Minister and the OFA have entered into a service level agreement (the "SLA") which provides the OFA with authority to provide cash management services to facilitate the share purchases on an ongoing basis on behalf of the Minister.

8. The parties desire to set out in this Agreement the process and mechanisms by which the equity injections and share purchases will occur and their respective roles and responsibilities in the Equity Injection Plan.

NOW THEREFORE the parties hereto agree as follows:

1. Confirmation of Equity Injection and Use of Funds

1.1 The Minister commits to fund up to 44% of the total financing required by the Fair Hydro Trust, to acquire Assets from the IESO under the Act and Regulations, by way of equity subscriptions in OPG.

1.2 OPG agrees to use the equity received from the Minister solely to lend as subordinated debt to the Fair Hydro Trust to fund the Fair Hydro Trust's obligations under the [Master Sale and Servicing Agreement][**NTD: confirm name]** between the IESO and the Fair Hydro Trust, and the Act and Regulations.

2. Monthly Share Subscription Process

2.1 The Minister, through the OFA, will subscribe for and purchase Class A Shares from OPG monthly, in an amount, and for a value, as determined by OPG in accordance with paragraph 2.2 below.

2.2 Each month, coincident with the asset acquisition to be made by the Fair Hydro Trust from the IESO under the [Master Sale and Servicing Agreement], OPG will provide notice to the Minister and the OFA of the amount of equity injection required and the corresponding number of shares to be issued by OPG and subscribed by the Minister. This notice will be in the form of the Share Subscription attached as Exhibit A. OPG will also provide reasonable supporting information for the values and amounts set out in the Share Subscription, in the form of the Subscription Supporting Information attached as Exhibit B.

2.3 For purposes of providing the reasonable supporting information required under paragraph 2.2 above, OPG agrees:

(i) that the value of the monthly equity injection/share subscription amount will reflect the monthly funding requirements of the Fair Hydro Trust acquisitions under the [Master Sale and Servicing Agreement],; and

(ii) Class A Shares will be issued to the Minister at a value per share equal to their book value as determined from OPG's last approved quarterly financial statements. **[NTD: do we need any more specificity here?]**

2.4 Within [five] Business Days of receipt of the notice and supporting information described in paragraph 2.2, the OFA will deliver the executed Share Subscription to OPG and wire transfer, in immediately available funds, the required equity funds in accordance with the payment instructions set out in Exhibit D or as may be otherwise provided by OPG from time to time. For purposes of this Agreement, "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

2.5 OPG will issue a receipt to the Minister and the OFA, in the form of Exhibit C attached, confirming receipt of the equity amount and certifying as to the update of OPG's corporate share register with issue of the shares in the name of the Minister.

2.6 The first equity injection/share subscription will occur [August x 2017] (the "Initial Equity Injection"). Equity injections will continue monthly so long as the Fair Hydro Trust is purchasing assets and incurring debt obligations, including subordinated debt in favour of OPG, pursuant to the Act and Regulations.

3. Equity Requirement Forecasts and Approvals

3.1 OPG will prepare and submit forecasts of equity requirements for the applicable business planning period as part of its business plan submissions to the Shareholder in accordance with the Memorandum of Agreement between the Minister and OPG effective July 17, 2015 (the "MOA") as amended, restated or replaced from time to time. For clarity, OPG will submit annually, as part of its business plan submissions, the FHP equity requirements forecast for the upcoming 3 years.

3.2 OPG's equity requirement forecast submissions will include all reasonable supporting information and documentation. **[NTD: any more specificity required?]**

3.3 The OFA and the Minister confirm that OPG's equity requirement forecasts submitted with OPG's business plans will not require concurrence by the Shareholder as set out in the MOA.

3.4 In accordance with the submissions made under paragraph 3.1 above, the Minister will update the appropriations for the upcoming 3 year cycle through the PRRT process, including 3 year rolling estimates along with supporting information as provided by OPG through its business planning process.**[NTD: clarify that purpose of this clause is to confirm Energy will seek out and obtain required appropriations]**

4. Share Redemption Process

5.1 The Minister and OPG agree to set out the required process for any future redemption by OPG of outstanding Class A Shares in an appendix to this Agreement and attach it as Exhibit E. Exhibit E will be finalized before the first share redemption [and in any case no later than [90] Business Days before the effective date of such redemption].**[NTD: confirm if need timeframe]**

6. Miscellaneous

6.1 Notices

Any notice, report or other communication to be given under this Agreement will be in writing and will be effective (a) upon receipt when sent by mail or courier, (b) on the date personally delivered to an authorized officer of the party to which sent, or (c) on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

in the case of the Minister:

■

in the case of the OFA:

■

in the case of OPG:

Ontario Power Generation Inc.
700 University Avenue

Toronto, Ontario
M5G 1X6

Attention: ■
Email: ■

and

Attention: ■
Email: ■

Each party may by notice given as above to the other party or parties hereto, designate any further or different address to which subsequent notices, reports and other communications will be sent.

6.2 Separate Counterparts; Electronic Delivery

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be considered an original, but all such counterparts together constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by a party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

MINISTER OF ENERGY

_____

ONTARIO POWER GENERATION INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ONTARIO FINANCING AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

SHARE SUBCRIPTION FORM

See attached

EXHIBIT B

SUBSCRIPTION SUPPORTING INFORMATION

[NTD: TBD what will support monthly equity injection calculation; for example Transfer Notice? Invoice?]

Exhibit C

FORM OF RECEIPT/OFFICER'S CERTIFICATE

EXHIBIT D

Payment/Wire Transfer Instructions

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

EXHIBIT E

SHARE REDEMPTION PROCESS

TBD

Financing Plan

ONTARIO POWER GENERATION

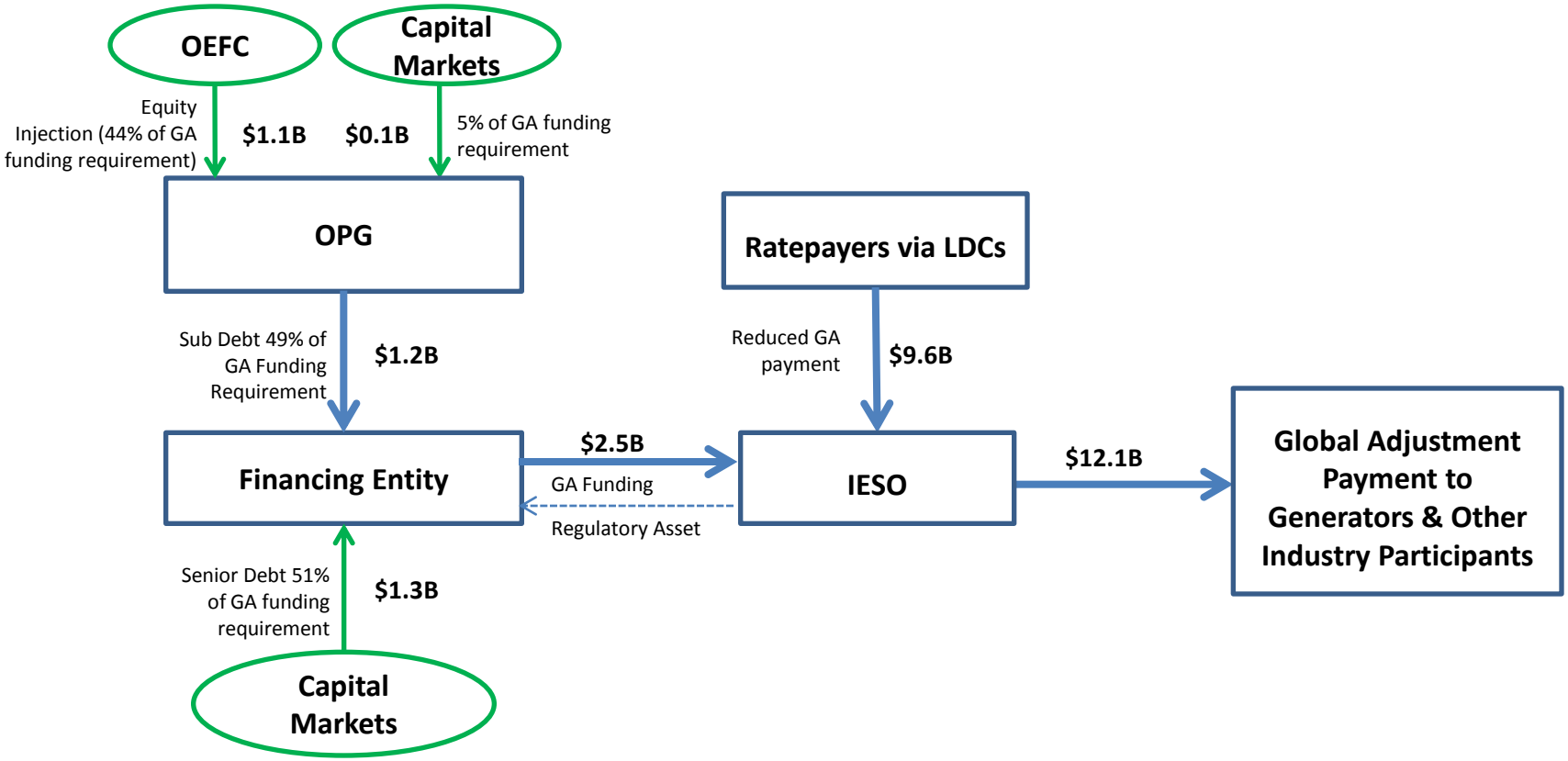
Financing Plan

Highlights:

- Legislation as currently drafted provides for a framework to implement the Fair Hydro Plan Act:
  - (i) to allow flexibility in OPG's corporate structure and to enable OPG to raise financing through public offerings of debt
  - (ii) for a regulatory asset consisting of the right to recover over time the amount of the Global Adjustment being deferred, together with interest and other costs
- Regulations and principal agreement need to be negotiated and agreed to in order to provide a completely financeable program
- A Financing Entity will be set up that will hold the claim on future customers and the debt issued to fund the payment to the IESO for the regulatory asset
- The GA financing platform will be developed to access both the Canadian and US markets in order to access best pricing and flexibility
- OPG will provide services to the Financing Entity including financings via a financial service and management agreement

Financing Plan – Structure

Illustration based on $2.5B GA Funding



Financing Plan - Components

- Debt components are:

	Risk Profile	Source	% of Total Funding Requirement
Tranche A Senior Debt	the least risky	Capital Markets	51%
Tranche B Sub Debt	In between A&C	OPG via Province	39%
Tranche C Sub Debt	the most risky	OPG via Province	5%
		OPG via Capital Markets	5%

Financing Plan – Rationale

The rationale for the structural debt percentages are:

- **Minimum of 51% from the Capital Markets**
  - Required from an accounting treatment perspective in order to consolidate the Financing Entity on OPG's financial statements, otherwise the debt is consolidated with the Province
  - Accounting treatment also requires OPG to direct the activities of the Financing Entity, and that the Province not directly or indirectly fund (through debt or equity) more than 50% of the Financing Entity to allow for OPG consolidation
- **Minimum Provincial equity contribution of up to 44%**
  - Help to is avoids the potential risk of a credit downgrade from the rating agencies as a result of the incremental debt consolidated on OPG financial statements negatively impacting credit metrics (Funds from Operations/ Debt)
- **Minimum OPG Investment of 5% from the Capital Market**
  - OPG requires a minimal amount of debt at risk financed through OPG operating cash flows or capital market debt. To demonstrate control of the Financing Entity OPG must own >=50% of the most subordinated debt and targeted to be no less than 5% of the total debt of the Financing Entity
  - The Province must not directly or indirectly fund (through debt or equity) more than 50% of OPG's investments in the most subordinated debt of the Financing Entity to lessen the materiality of OPG's debt at risk

Financing Plan – Other Elements

Other Structural Advantages:

- **Financing Entity:**
  - Is ring-fenced from OPG as a single purpose entity with no other operations that could add risk to the OPG entity
  - Is targeting a higher credit rating than OPG and therefore will have lower financing costs than OPG in the Capital Markets
  - Will record funding revenue reflecting the growth in the deferred asset value which will mitigate the negative impact on OPG's credit rating from the debt consolidation
  - Allows for flexibility to fund debt tranches with different terms, contractual consideration and subordination
  - Subordination will play an important credit enhancement role for the senior debt, and could act as a buffer or first loss of capital in any credit event
- **Operational attributes:**
  - OPG is the Financing and Services Manager for the Financing Entity and direct its activities
  - Short term debt can be warehoused in the Financing Entity until OPG accesses the Capital Markets
  - OPG will be independently accessing the public debt markets on a commercial basis
  - Opportunity to access the US market as appropriate

Financing Plan – Overview

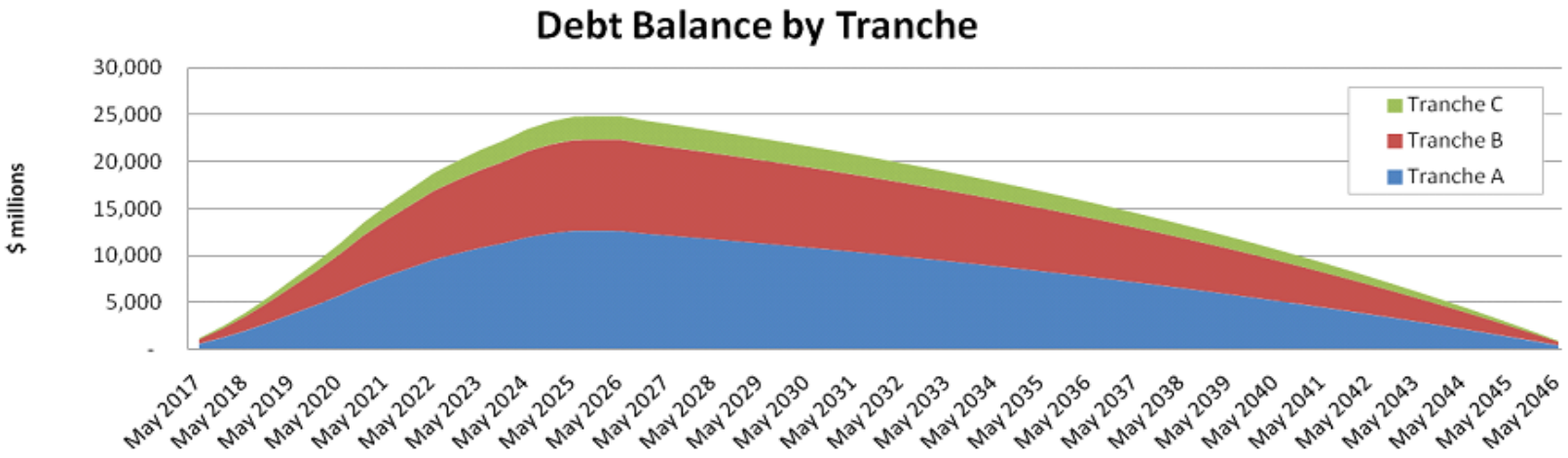
The Financing Plan has two main phases:

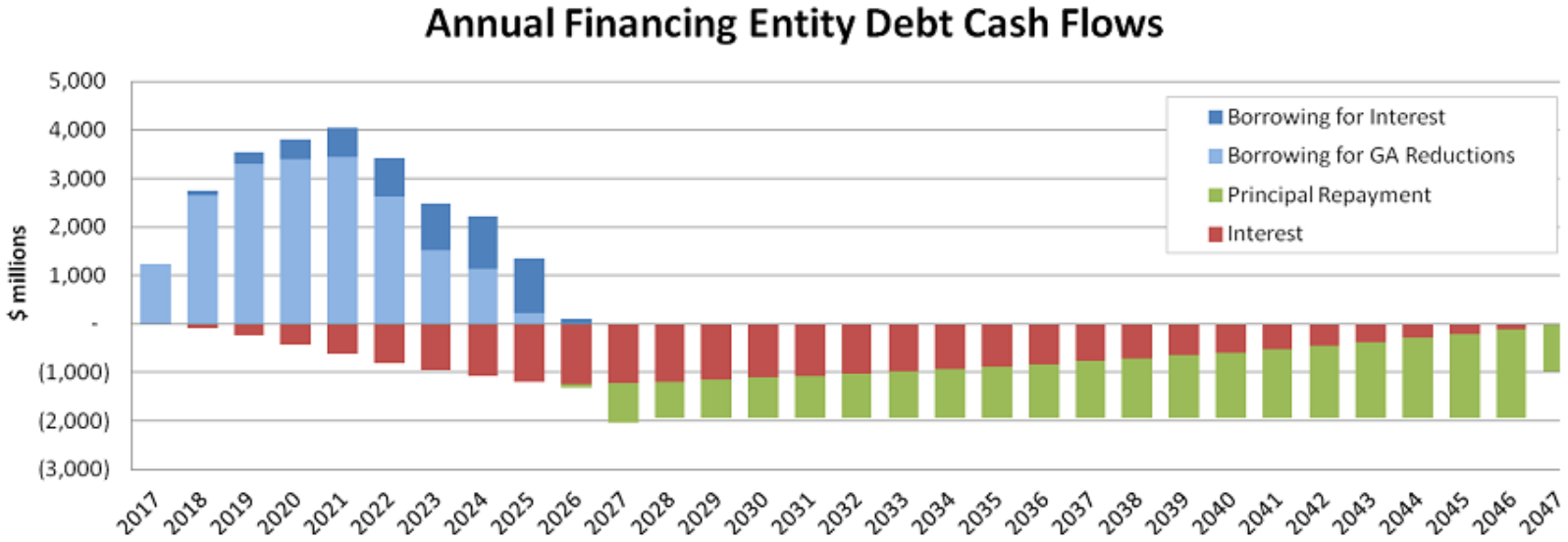
- **Net Borrowing Phase (2017-2026)**
  - During this 10 year period the debt created by the deferral of electricity charges will accumulate, together with associated interest costs & other fees, that in combination will establish the regulatory assets.
  - Monthly the Financing Entity will purchase the regulatory assets from IESO (purchase is ~$200M) as follows:
    - 51% through external capital markets (~$102M per month)
      - Initially the financing plan will access liquidity facilities at the Financing Entity level to fund and warehouse the monthly asset purchase requirement
      - On a quarterly basis when the accumulated monthly funding has reached a certain level ($300M), public debt will be offered to the market
    - Up to 49% subordinated debt in OPG
      - 44% funded through OPG via equity injections from the Province (~$88M/ month)
      - 5% funded through OPG via the capital markets (~$10M/ month)
  - Cash interest will be paid based on the lender agreements. The interest costs will be added to future borrowing requirements, and do not flow through to consumers during this period

Financing Plan – Program Overview

- **Debt Amortization Phase (2027-2046)**
  - Starting 2027, the accumulated debt created by the deferral will be recovered and paid down by 2047
  - Similar to mortgage style debt payment, a combination of principal and interest will be paid to lenders during this 20 yr period
  - Financing Entity structure continues until all the debt is repaid
  - Target to keep the charge paid by ratepayers during the amortization period to less than 10% of a customers bills to meet credit rating agency guidelines

Debt Profile & Cash Flows





ONTARIO POWER GENERATION

Financing Plan – Funding Alternatives

Key Considerations

- There are several potential funding sources that can be considered to structure the overall financing program, including securitization (issued in Canada or the U.S.), bonds, bank financing, and subordinated debt

Short Term	
ABCP Conduit	▪ R-1(high)/P-1 credit ratings required from DBRS and Moody's (limited market capacity if these ratings are not achieved) ▪ Requires periodic take-outs to repay warehouse funding; take-out risk needs to be addressed as amortization of debt currently not contemplated to commence until after year 10
Bank	▪ No external rating required ▪ Take-out risk needs to be addressed as amortization of debt currently not contemplated to commence until after year 10
Long Term	
Canadian Term ABS	▪ AAA ratings required from at least two of DBRS, Moody's, S&P or Fitch (limited market capacity if these ratings are not achieved) ▪ Tenors > 10 years to be explored
Canadian Bond	▪ This type of financing has not been tested in the Canadian market ▪ AAA ratings not required to access the market ▪ Provides access to broadest investor base in the Canadian market
US Term Debt (ABS/Bonds)	▪ Proven market for securitization and higher market capacity available than Canadian Term ABS ▪ Ratings required from at least two of S&P, Moody's or Fitch (AAA required for Term ABS) ▪ Requires cross-currency swaps
Subordinated Debt	▪ Nature of subordinated debt, repayment terms/flexibility and contingent Provincial support applicable to subordinated debt will impact pricing ▪ Quantum of subordinated debt creates equity like thickness and may serve as a credit enhancement for the senior debt

Indicative Pricing Consideration

Indicative Pricing Considerations

- Although all of the debt issued by the Financing Entity is expected to be afforded the same level of protection including a provincial guarantee, a higher return on the subordinated debt (sub debt) would be required to compensate for incremental risk to the extent:
  - The rating agencies attribute a lower rating to the sub debt relative to the senior debt because of its ranking in the cash flow waterfall
  - The ratings of senior debt need to be credit enhanced by all or a portion of the sub debt as follows:
    1) Flexibility to defer charges to rate payers and hence extend the expected duration of the sub debt to manage the total amount charged to rate payers as a proportion of the total bill during the recovery period – could result in non repayment by 2047 if a hard cap is included
    2) Defer principal payments on certain classes of sub debt until more senior notes are fully repaid

Feature	Tranche B Subordinated Debt	Tranche C Subordinated Debt
	Explanation	**Explanation**
Credit Risk	Credit enhancement to Tranche A (senior debt)	Credit enhancement to Tranche A (senior debt) Act as first “loss absorber”
Duration/Tenor Premium	Same duration as Market Notes	Same duration as Market Notes
Certainty of timing of payments	Same as Market Notes but lower in the waterfall	Some additional volatility in timing of payments, but trued-up every 6 months
Liquidity Premium	Issue size expected to be similar to senior debt	Relatively small amount which will have less liquidity

May 2, 2017

OPG ACCOUNTING CONSIDERATIONS OF ONTARIO FAIR HYDRO PLAN

Purpose:

The purpose of this document is to summarize the preliminary views of Ontario Power Generation (OPG) on the ability for OPG to consolidate the Financing Entity Trust associated with the Ontario Fair Hydro Plan.

This memo is assessed against the Legislation proposal 'Ontario Fair Hydro Plan Act, 2017, if enacted V6' sent by Carolyn Calwell on May 1, 2017. Note that this assessment is preliminary pending the finalization of the Legislation, the Trust indentures, Regulations, financing structure and other detailed terms, and all related documentary evidence. This assessment will be updated once final documentation is available.

Background:

On March 2, 2017, the Province of Ontario (the Province) announced Ontario's Fair Hydro Plan (the Plan) aimed at reducing electricity bills by 25 percent on average for all residential consumers in the province. As part of the Plan, the Province has proposed financing a portion of the Global Adjustment costs over a longer time period for Regulated Price Plan eligible customers (e.g., residential, farm, small businesses).

On April 13th, the Province requested that OPG consider administering the financing associated with the Plan, because of OPG's participation in the market, regulatory knowledge and the potential ability to consolidate the related financing activities. To undertake this financing, OPG will establish a Financing Entity Trust (the Trust) to finance and administer the Global Adjustment costs through a mixture of external financing and an equity injection from the Ontario Financing Authority. It is expected that OPG will control the Trust for accounting purposes and that its financial position and results will be consolidated within OPG's consolidated financial statements.

Assumptions made to perform accounting analysis which are not yet addressed in Legislation – it is expected that these matters will be addressed in Regulations, Trust documents, and various other agreements:

- The Regulation must require interest, carrying and administrative costs to be paid to the Trust in cash on a monthly basis, so that the Trust is able to recognize appropriate revenue to offset any ongoing costs.
- The Regulations, Trust documents and various agreements will provide that OPG will have significant variability and exposure from the activities of the Trust relative to the rate of return that OPG would recognize from its role as the Financial Services Manager of the Trust. The performance fee will be meaningful and allow OPG to make decisions that will significantly impact its returns.
- The Minister of Energy will have the ability to replace the Financial Services Manger (OPG) if there is a failure to perform. There will be a bifurcation of roles where the Province could not remove OPG as manager/administrator with respect to the existing debt placed by the Trust, but could remove OPG's responsibility/right to prepare the Financing Plan going forward. The ability for the Minister of Energy to remove OPG as the Financial Services Manager should not impact the recoverability of existing intangible assets.

- The calculation of the Fair Allocation Amount will be performed by the Minister of Energy.
- OPG has the ability to appoint and remove the Trustee (or Board of Trustees) and there are no veto rights by the Province. No party has the ability to remove OPG from its role and authority in the Trust.
- Neither the OEB nor any other party can discretionally reduce the management fee or performance fee except due to a calculation error.
- The margin on the interest rates associated with Tranche B and Tranche C which will be recovered from the ratepayers will be reflective of the risk profile of the debt and the associated market terms.
- The indemnification provided to the Trust by the Minister of Finance on behalf of the Province as described in *Part I – General - Section 5.3 Guarantee, indemnification Protection and assurances* will be subject to terms and conditions in a separate Provincial support agreement. The guarantee is expected to be in place only in the event of a Payment Guarantee Event, such as if the Legislative Assembly of Ontario repeals the Fair Hydro Act or amends the Act in a way that adversely impacts the ability of the Trust to fully recover an intangible asset in order to pay the obligations of the Trust.
- The approval by the Ontario Energy Board of the Financial Services Manager (i.e. OPG's) fees as described in *Part IV – Implementation - Section 14.4 Same, Board Approval* will not allow them to change or limit the management fee structure, but only ensure that it is prudent by ensuring it is calculated in accordance with the Regulations.
- In the event that a different Financial Services Manager is appointed by the Minister of Energy, the IESO is required to continue to make cash payments for interest to the Trust for the existing debt. Principal repayments on existing debt will continue to be repaid by ratepayers to the Trust in accordance with the terms of the issued debt.
- All other items as indicated in *Appendix A.*

Accounting Analysis:

In order to meet the accounting definition of 'control', accounting guidance must be considered. There are no bright lines to determine whether OPG has exposure, or rights, to variable returns from its involvement with the Trust, or whether it has the ability to affect the returns of the Trust through its power over the Trust. Rather, all facts and circumstances are considered when assessing whether an entity has control over another entity.

In order to consolidate the Trust, OPG must be able to demonstrate that it controls the Trust.

Control

An investor controls an investee if and only if the investor has all the following:

a) *power over the investee;*
b) *exposure, or rights, to variable returns from its involvement with the investee; and*
c) *the ability to use its power over the investee to affect the amount of the investor's returns.* [IFRS 10, paragraph 7]

Purpose and design of the investee
When assessing control of an investee, an investor shall consider the purpose and design of the investee in order to identify the relevant activities, how decisions about the relevant activities are made, who has the current ability to direct those activities and who receives returns from those activities. [IFRS 10, paragraph B5]

Criteria	Analysis
Purpose and design of the Trust	The purpose of the Trust is to allow OPG to earn a return on the Intangible Asset from the IESO by effectively managing financing to earn a spread, earn management fees, and earn interest fees.

Purpose and design of the investee *When assessing control of an investee, an investor shall consider the purpose and design of the investee in order to identify the relevant activities, how decisions about the relevant activities are made, who has the current ability to direct those activities and who receives returns from those activities.* [IFRS 10, paragraph B5]	
Relevant activities of the Trust and how decisions are made about those activities	Relevant activities: The relevant activities of the Trust are: • To evaluate and make decisions on financing alternatives, duration, and the strategy to minimize financing costs. • To effectively manage funding obtained through the capital markets and be able to make or lose any spread from financing • To provide funding to the IESO in return for an interest in a future cash flow stream • To obtain funding through the capital markets and other vehicles available to OPG to be able to provide the IESO funding. • To make capital and funding decisions required to meet the Fair Allocation Plan objectives as set out in Legislation • To finance the requirements associated with the short-fall amount • To raise debt, pay bond debt holders, and determine capacity for the Trust to raise additional financing Financing Plan (Legislation: Part IV – Implementation) • OPG's plan for managing the assets of the Trust will be dictated through a 'Financing Plan'. • The Financial Services Manager (i.e. the Trust) shall provide the Financing Plan to the Minister. The Financing Plan is expected to follow Principles as stipulated in the Legislation which indicate that the assumptions must be reasonable and that the Trust has the power to determine what is reasonable and cost-effective. The Trust makes all the decisions in determining the relevant activities as listed above. • OPG can amend the Financing Plan at any time without the approval of the Minister. Fair Allocation Amount (Legislation: Part IV – Implementation) • The 'Fair Allocation Amount' ("FAA") is the amount of the deferral for the reference period and includes finance amounts. The current Legislation dictates that the Minister of Energy is to calculate the FAA. • This does not impact OPG's relevant activities in the Trust as OPG's variable returns are based on financing decisions which are not dictated by the FAA. OPG can choose to accept or reject the purchase of the intangible asset which is based on the Fair Allocation Amount.

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Purpose and design of the investee *When assessing control of an investee, an investor shall consider the purpose and design of the investee in order to identify the relevant activities, how decisions about the relevant activities are made, who has the current ability to direct those activities and who receives returns from those activities.* [IFRS 10, paragraph B5]	
	<u>Decisions made and voting rights of the Trust:</u> OPG has the ability to appoint and remove the Trustee (and if applicable Board of Trustees) and there are no veto rights by the Province. No party has the ability to remove OPG from its role and authority in the Trust. **[NOT YET ADDRESSED IN CURRENT LEGISLATION]** *Voting of members:* Except as otherwise stated, all decisions of the members (if applicable) shall be made by the Trustee who will be appointed by OPG. <u>Termination Rights</u> OPG cannot be removed from its role in the Trust. The Province has the right to remove OPG as the 'Financial Services Manager' for failure to perform. This will not impact debt that has already been issued for which OPG is already managing through the Trust or the recoverability of existing intangible assets. It the right is exercised, it serves to reduce or eliminate the scope of new business activities of the Trust but it does not affect OPG's ability to control the Trust. Should a new Financial Services Manager be appointed, a separate assessment would be made as to which party if any would control it.
Assessment	The purpose of the Trust is to allow OPG to earn a return on the Intangible Asset from the IESO by effectively managing financing to earn a spread, earn management fees, and earn interest fees. For the reasons noted above, OPG has control over the decisions to be made about the relevant activities.

Power over the investee	
Criteria	**Analysis**
Identify whether OPG's rights give it the current ability to direct the relevant activities of the Trust (Substantive rights)	See above for relevant activities of the Trust.
Assessment	OPG has the ability to direct the relevant activities of the Trust. OPG can amend the Financing Plan at any time, without approval from the Minister. Further, if the Minister of Energy chooses not to continue with OPG's current Financing Plan, OPG can withdraw its Financing Plan, without impacting the existing debt and related intangible assets that is already in the Trust. The Province would just appoint a new party to participate in future securitizations and OPG would continue to manage the debt that already exists in the Trust. If future financing transactions are with a different SPV, a separate consolidation analysis would be prepared at that time as to which party if any would consolidate the SPV.

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Exposure or rights to variable returns	
Criteria	**Analysis**
Dividends, other distributions of economic benefits from an investee and changes in the value of the investor's investment in that investee [IFRS 10, paragraph B57(a)]	Revenue, which includes fixed and variable fees, earned from the Trust will be distributed to OPG.
Remuneration for servicing an investee's assets or liabilities, fees and exposure to loss from providing credit or liquidity support, residual interests in the investee's assets and liabilities on liquidation of that investee, tax benefits, and access to future liquidity that an investor has from its involvement with an investee [IFRS 10, paragraph B57(b)]	**[NOT YET ADDRESSED IN CURRENT LEGISLATION]** OPG has exposure and rights to variable returns from the Trust in the form of the following: • The Regulations, Trust documents and various agreements will provide that OPG will have significant variability and exposure from the activities of the Trust relative to the rate of return that OPG would recognize from its role as the Financial Services Manager of the Trust. The performance fee will be meaningful and allow OPG to make decisions that will significantly impact its returns. • OPG, through ownership of the most subordinated debt, is exposed to risk of non-collection. Given that the program is expected to run until 2047, this 30 year time period results in uncertainty about the future collection of OPG's amount at risk. OPG and the OFA (5% out of 44% contribution) would be the last parties to get paid in the event that the program stops running due to a change in Government, if electricity demand is not high enough to allow for collection from ratepayers in a timely manner, etc. The end date of 2047 that is prescribed in the Legislation results in uncertainty toward whether this program will continue and whether OPG will have collected its amount at risk at that time. • In the event that there is a market disruption whereby OPG is not able to obtain debt from the financial markets (e.g. due to a recession), the Province will provide funding in the event that OPG wishes to continue purchasing intangible assets from the IESO. This is considered to be a protective right as it does not impact the relevant activities of the Trust, but is designed to protect both parties and does not give either party more or less power over the Trust. It is designed to allow OPG to keep purchasing intangible assets if it wishes to. • Protective rights are typically held to prohibit fundamental changes in the activities of an investee that the holder does not agree with and usually apply only in exceptional circumstances (i.e., upon a contingent event). This is true for this right as it is only applicable if there is a market disruption and the Trust is not able to obtain financing from external markets. Further, the fundamental activities of the Trust would change if it were not able to obtain financing from external markets.

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Exposure or rights to variable returns	
Returns that are not available to other interest holders. For example, an investor might use its assets in combination with the assets of the investee, such as combining operating functions to achieve economies of scale, cost savings, sourcing scarce products, gaining access to proprietary knowledge or limiting some operations or assets, to enhance the value of the investor's other assets [IFRS 10, paragraph B57 (c)]	• OPG will have synergistic benefits from combining operating functions with the Trust given its extensive knowledge on the market and current regulatory knowledge.
Assessment	To determine which party is the most 'at risk' in the event that the loans default, expected loss rates were obtained from Moody's and DBRS. Using the *Moody's Investors Service – Loss Given Default for Speculative Grade Companies* dated December 4, 2015, the 4-year Idealized Expected Loss ranges from 0.00% for a triple A rated bond to 0.30% for an A3 rated bond. DBRS Expected Loss Ratings give an indication of the expected loss of a loan portfolio. As per a November 2016 publication, the 10-year expected loss rates range from 0.1% for a AAA rated bond to 1.7% for an A (low) rated bond. Given that OPG's subordinated debt is equal to 5% of the total debt, which is higher than the default rates above, 100% of the risk is with both OPG and the OFA since they are the last parties to get paid should there be any default with the debt. OPG is also exposed to variable returns from the Trust from its performance on decisions made on financing alternatives, duration, and the strategy to minimize financing costs through the variable fee component of the management fee. Therefore, OPG has the exposure to variable returns from the Trust.

Ability to use power to affect returns	
Criteria	**Analysis**
Ability of investor to use its power to affect the investor's returns from its involvement with the investee	OPG needs to have both power over the Trust (i.e. as a Principal, not an agent), exposure or rights to the variable returns from the Trust, and the ability to use its power to affect OPG's returns from its involvement with the Trust OPG has the ability to use its power over the relevant activities of the

Ability to use power to affect returns	
	Trust to affect its returns from its involvement with the Trust through the variable fee component. Further, the Trust's ability to use its power to affect returns is in a manner that is consistent with being a principal. See *Appendix B* for Principal-Agent analysis.
Assessment	OPG has the ability to use its power to affect returns of the Trust.

Conclusion:

Based on the current **[May 1, 2017]** draft of the legislation, the conditions to ensure the ability of OPG to consolidate the operations of the Trust have not fully been reflected. As noted in Appendix A, several conditions must be evident in the Regulations, Trust documents, and various other agreements which are not yet drafted and therefore not yet available for our review and assessment. In OPG's assessment, while no current clause of the Legislation would hamper the ability to effect a consolidation within OPG Inc.'s financial statements, there are several key conditions for consolidation that are currently not present within the Legislation. On the assumption that future Regulations, Trust documents and various other agreements fully capture these operating conditions, and that no new conditions that would conflict with OPG's control of the trust are introduced, OPG believes that consolidation of the Trust is supportable.

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APPENDIX A:

Terms necessary for OPG to consolidate the Global Adjustment Trust

Note that these are assessed against the Legislation proposal 'Ontario Fair Hydro Plan Act, 2017, if enacted V6' sent by Carolyn Calwell on May 1, 2017. These are subject to change as subsequent drafts of the Legislation are issued.

Legend:

✓ **- Addressed by the Legislation drafted May 1, 2017**

RT – Not addressed by Legislation and must be addressed in Regulations, Trust Documentation or various other agreements

Ω - Will not be addressed in Legislation/Regulations or Trust but is the intended plan

Issue	No.	Requirements
Directive	1 ✓	The Trust must be undertaken by OPG as a business initiative on its merits. A Shareholder Directive is to be limited to direct OPG to investigate the option of establishing a Trust vehicle to administer, finance and operate the Global Adjustment plan and the operation of that Trust and the control, risk and rewards of that Trust will determine its consolidation into OPG as a business enterprise. ***MET - The Province will not direct OPG to participate in the Fair Hydro Plan. A letter was issued from the Minister of Energy to OPG on April 13th requesting OPG's involvement in the implementation of the Fair Hydro Plan. OPG's Board Chair responded to the Minister on April 18th committing OPG to work with the IESO and OEB to develop a plan. OPG will have the option to prepare, implement and amend a financing plan (in accordance with principles set out in legislation) and propose the adoption of such plan as the 'Financing Plan'. OPG will have the right to withdraw its financing plan at any time.***
Trust	2 **RT**	The Trust should not operate in a predetermined way such that OPG does not have decision-making authority over the Trust's ongoing activities after its formation (i.e. should not operate on 'autopilot'). ***OPG will be the sole unit holder of the Trust. All decisions over the relevant activities of the Trust (as described above) will be made by OPG.***
	3 **RT**	OPG must have the ability to appoint and remove the Trustee (or Board of Trustees), with no veto right by the Province. No party shall have the ability to remove OPG from its role and authority in the Trust. ***OPG will be the sole unit holder of the Trust. The Province will be involved in the Board of Trustees, but OPG is expected to have the majority vote.***

<table>
<tr><th>Issue</th><th>No.</th><th>Requirements</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td>4
RT</td><td>The Province cannot have the right to veto OPG's decisions about the relevant activities of the Trust. OPG must have the power over the relevant activities of the Trust and be compensated. The relevant activities of the Trust include (but are not limited to) the evaluation and decisions on financing alternatives, duration, and the strategy to minimize financing costs. OPG must have the power to establish operating and capital budgets of the Trust.

OPG will have the ability to make decisions about the financing alternatives, duration, and the strategy to minimize financing costs. OPG will have the power to establish operating and capital budgets of the Trust with no veto right by the Province.</td></tr>
<tr><td></td><td>5
RT</td><td>OPG must have the power to determine or change operating and financing policies of the Trust, which will affect the variability of risks and returns.

The Regulations, Trust documents and various agreements will provide that OPG will have significant variability and exposure from the activities of the Trust relative to the rate of return that OPG would recognize from its role as the Financial Services Manager of the Trust. The performance fee will be meaningful and allow OPG to make decisions that will significantly impact its returns.</td></tr>
<tr><td></td><td>6
Ω</td><td>The Province or its agencies must not directly or indirectly fund (through debt or equity) more than 50% of the following:
a. The Trust
b. The most subordinated debt of the Trust

See below for financing structure.

<table>
<tr><th></th><th>Risk Profile</th><th>Source</th><th>% of Total Fundin Requirement</th></tr>
<tr><td>Tranche A Senior Debt</td><td>the least risky</td><td>Capital Markets</td><td>51%</td></tr>
<tr><td>Tranche B Sub Debt</td><td>In between A&C</td><td>OPG via OEFC</td><td>39%</td></tr>
<tr><td>Tranche C Sub Debt</td><td>the most risky</td><td>OPG via OEFC</td><td>5%</td></tr>
<tr><td></td><td></td><td>OPG via Capital Markets</td><td>5%</td></tr>
</table>
</td></tr>
<tr><td></td><td>7
Ω</td><td>OPG must own at least 50% of the most subordinated debt and must be no less than 5% of the debt of the Trust. Such ownership must be financed entirely by OPG through operating cash flows or external debt, without assistance from Provincial sources.

See chart in Point 6 above.</td></tr>
</table>

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Issue	No.	Requirements
	8 **RT**	OPG must have the ability to earn variable returns by exercising its authority, which shall be accomplished as follows: a. The cash flow from the restructured asset shall include interest determined based on a relevant benchmark that is appropriate relative to the restructured asset, plus an appropriate margin consistent with the relevant market and other risks ***The cash flow from the restructured asset will include interest income that is equal to the interest expense (i.e. interest expense is passed back to the ratepayers). The Trust will also receive a margin as discussed in the 'Exposure or rights to variable returns' section above.***
	✓	b. OPG shall have the authority to determine the financing strategy, which will vary the financing costs with the objective of enabling the Trust to achieve a more favourable return compared to the benchmark for interest on the restructured asset ***OPG will determine the financing strategy through the proposal of its 'Financing Plan'. The 'Financing Plan' will only be required to follow general Parameters and Principles as set forth in the Legislation but funding decisions will be made entirely by OPG. The Trust will also receive a margin as discussed in the 'Exposure or rights to variable returns' section above.***
	Ω	c. The Trust shall establish classes of liabilities (senior, subordinated and the most subordinated). The classes would allow the Trust to delineate financing of lower risk investment and investment that would bear higher residual risk. The delineation would limit OPG's self-funded investment to a reasonable level in order to allow OPG to remain a self-sustaining entity. ***OPG's portion of the most subordinated debt will be limited to a reasonable level. If it is determined that OPG's portion is not at a reasonable level, OPG has the option to withdraw its Financing Plan.***
	RT	c. OPG shall, through its ownership of the most subordinated liability, be able to capture and retain the pricing difference between cost of financing and benchmark for interest on the restructured asset, or any residual risk of restructured asset. The targeted return of the subordinated liability should be reflective of the underlying risks and compensate holders for active management that would be required.

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Issue	No.	Requirements
		OPG will be able to capture the pricing difference between cost of financing and benchmark for interest through the performance fee which is described in point 5) above and the 'Exposure or rights to variable returns' section above.
	Ω	d. OPG should participate in the detailed design of the above and the Trust documentation to ensure that it has substantive power and variability, which will allow OPG's Board of Directors to evaluate the opportunity as a business initiative instead of through a shareholder directive. ***OPG will be involved in the Trust documentation.***
	RT	Defined Forced Majeure for emergency events (e.g. unlikely credit market event or disruption where it is not possible to borrow from the market at a reasonable rate), OFA may provide bridge financing beyond the designated percentage for a defined period. ***This will be structured through a separate indemnification agreement. This is not expected to impact consolidation of the Trust because this is seen as a protective right which is only in affect when a contingency arises and not as a result of the relevant activities of the Trust.***
Legislation	9 ✓	The Legislation must require interest, carrying and administrative costs to be paid to the Trust on a monthly basis, so that the Trust is able to recognize appropriate revenue to offset any ongoing costs. ***Under Part III – Clean Energy Adjustment – Section 8.3 Terms, of the Legislation, the expectation is that the Legislation will allow for interest payments to be paid to the Trust on a monthly basis in cash. The Trust will not accrue interest to the current intangible asset balances but this interest amount could form part of future intangible assets that are purchased from the IESO.***
	10 **RT**	The Legislation must dictate the manner in which the restructured asset would be determined, collected, and the period of collection, so that the determination of the restructured asset will not be subject to the Province's decisions on an ongoing basis, but determined based on a formula. Alternatively, the Legislation may allow for an adjustment to the pre-determined deferral formula based on specific parameters that would limit the adjustment to the restructured asset. Adjustments beyond the specific parameters would require approval by the Board of Trustee. **The Regulations are expected to dictate the 'Fair Allocation Plan' which will be based on high level Principles and Parameters of the Plan, including the attribution methodology. The Legislation or Regulation determines the following principles:** • **25% Reduction (June 1, 2017) where the average bill will**

Issue	No.	Requirements
		reduce by 25% including of HST and social programs noted above • **Inflation Period (November 2017 – April 2022) where bill increases are capped at inflation** • **Straight-line Increase Period (May 2022 – April 2027) where bills increased at a straight-line rate (i.e., 8% per year) which is set so that borrowing will not exceed the Trust's capacity.** • **Amortization Period (May 2027 – April 2047) where debt built up over the previous periods is repaid by ratepayers.** **OPG will determine the manner in which the intangible asset, once purchased from the IESO will be collected and the period of collection.** **The recoverability of the existing intangible assets cannot be impacted by the Province.** **Although the Province may determine the Principles and Parameters around the 'Fair Allocation Plan', it does not impact the activities of the Trust once OPG has purchased the intangible asset.**
	11 **RT**	The Legislation must be written to avoid legal or constitutional challenges and be irrevocable to reduce the cost of borrowing and with a specific formula which determines the deferral amount. **See above.**
	12 **RT**	The spirit of the above terms should be reflected in the Trust Indenture Agreement as well as Legislation, wherever possible. ***Trust Indenture and Regulations still outstanding.***

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APPENDIX B:

Link between power and returns: principal-agency situations

The third criterion for having control is that the investor must have the ability to use its power over the investee to affect the amount of the investor's returns. When decision-making rights have been delegated or are being held for the benefit of others, it is necessary to assess whether the decision-maker is a principal or an agent to determine whether it has control. This is because if the decision-maker has been delegated rights that give it power, the decision-maker must assess whether those rights give it power for its own benefit, or merely power for the benefit of others. As an agent cannot have control over the investee, it does not consolidate the investee. A principal may have control over the investee, and if so, would consolidate the investee.

A decision maker shall consider the overall relationship between itself, the investee being managed and other parties involved with the investee, in particular all the factors below, in determining whether it is an agent:

a) the scope of its decision-making authority over the investee

   As discussed above, OPG has decision-making authority over the Trust and its relevant activities. The Province has no right to determine what sort of funding decisions OPG should make to fund the intangible assets that they will purchase and OPG can choose not to purchase future intangible asset purchases.
   Terms and Conditions to support this point: 1, 2, 3, 4, 5

b) the rights held by other parties (paragraphs B64–B67).

   There are no substantive removal rights held by the Province for debt that already exists in the Trust.

   Terms and Conditions to support this point: 3, 4, 5

c) the remuneration to which it is entitled in accordance with the remuneration agreement(s) (paragraphs B68–B70).

   See section on 'Exposure or rights to variable returns' above.

   Terms and Conditions to support this point: 6, 7, 8, 9

d) the decision maker's exposure to variability of returns from other interests that it holds in the investee (paragraphs B71 and B72).

   See section on 'Exposure or rights to variable returns' above.

   OPG will receive a 44% equity injection from the Province of Ontario, indirectly through the Ontario Financing Authority. Given that currently, the majority (currently 51%) of the Trust debt will be from External Markets and not the Province, it can be argued that OPG did not receive the majority of its interest in the investee as a contribution or loan from the Province. This shows that OPG is a principal, not a de-facto agent.

   Terms and Conditions to support this point: 6, 7, 8, 9

Conclusion: OPG is not an agent for the Province as the arrangement does not provide for the Province to directly absorb any variability associated with the structure. If the Province decides to intervene at a later date due to evolving market conditions, an assessment would be made at that future date.

Analysis on whether OPG is an agent for ratepayers

OPG is not an agent for the ratepayers because OPG has substantive exposure to risk of loss of its own funds. The ratepayers do not have any of their own funds in any of the subordinated tranches and further, no decision making authority is delegated to the ratepayers relating to the relevant activities of the Trust.

Analysis on whether OPG is an agent for the IESO

OPG is not an agent of the IESO because the IESO faces no continuing risk of loss after sale of the intangible asset to OPG.

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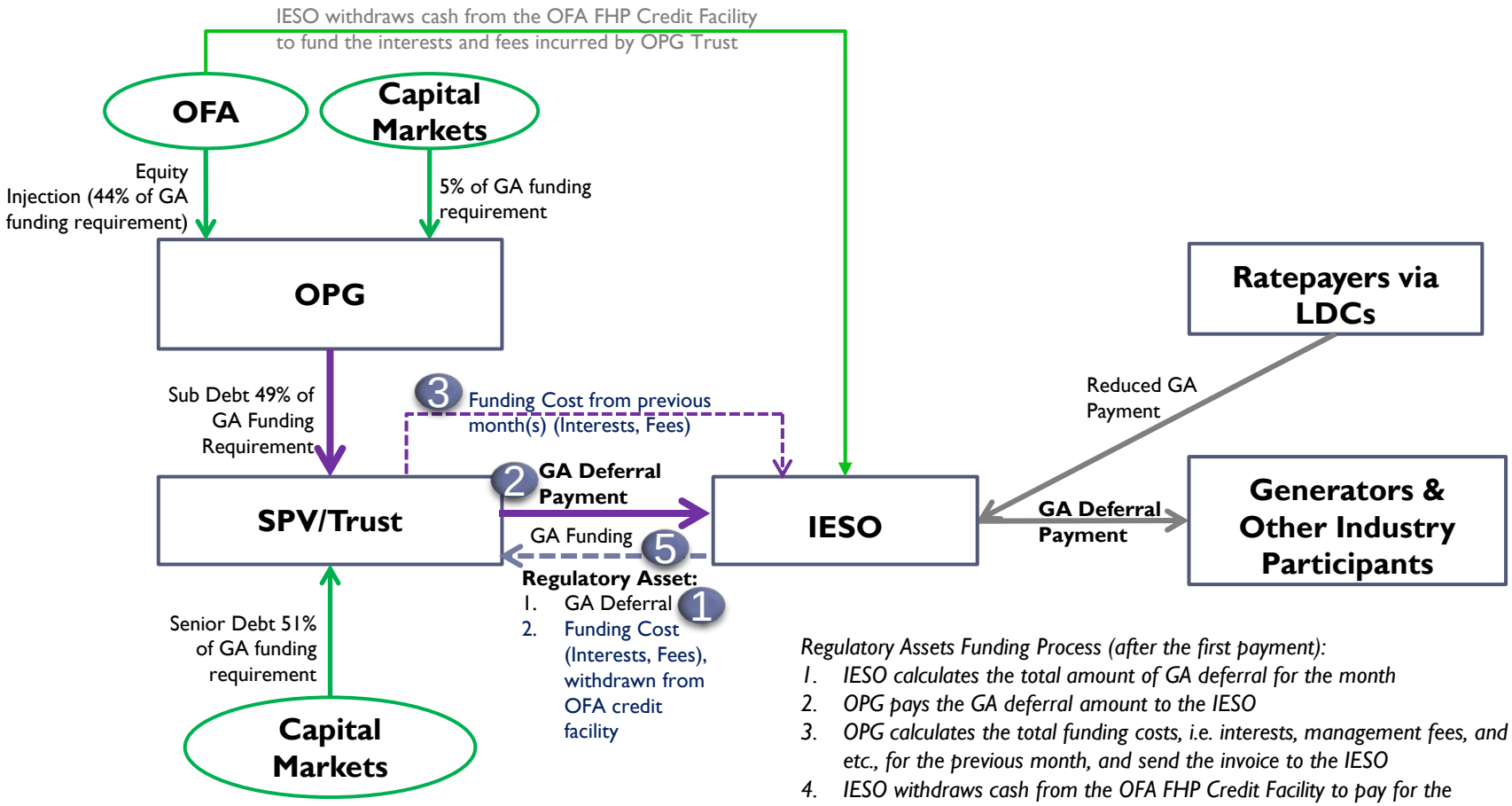
GA Financing Transaction Flow



Regulatory Assets Funding Process (after the first payment):

1. *IESO calculates the total amount of GA deferral for the month*
2. *OPG pays the GA deferral amount to the IESO*
3. *OPG calculates the total funding costs, i.e. interests, management fees, and etc., for the previous month, and send the invoice to the IESO*
4. *IESO withdraws cash from the OFA FHP Credit Facility to pay for the funding costs incurred by OPG Trust.*
5. *IESO prepares the Regulatory Assets, which consist of the GA deferral amount for the month and payment for the funding costs for the previous month, and sells the Regulatory Assets to OPG Trust.*

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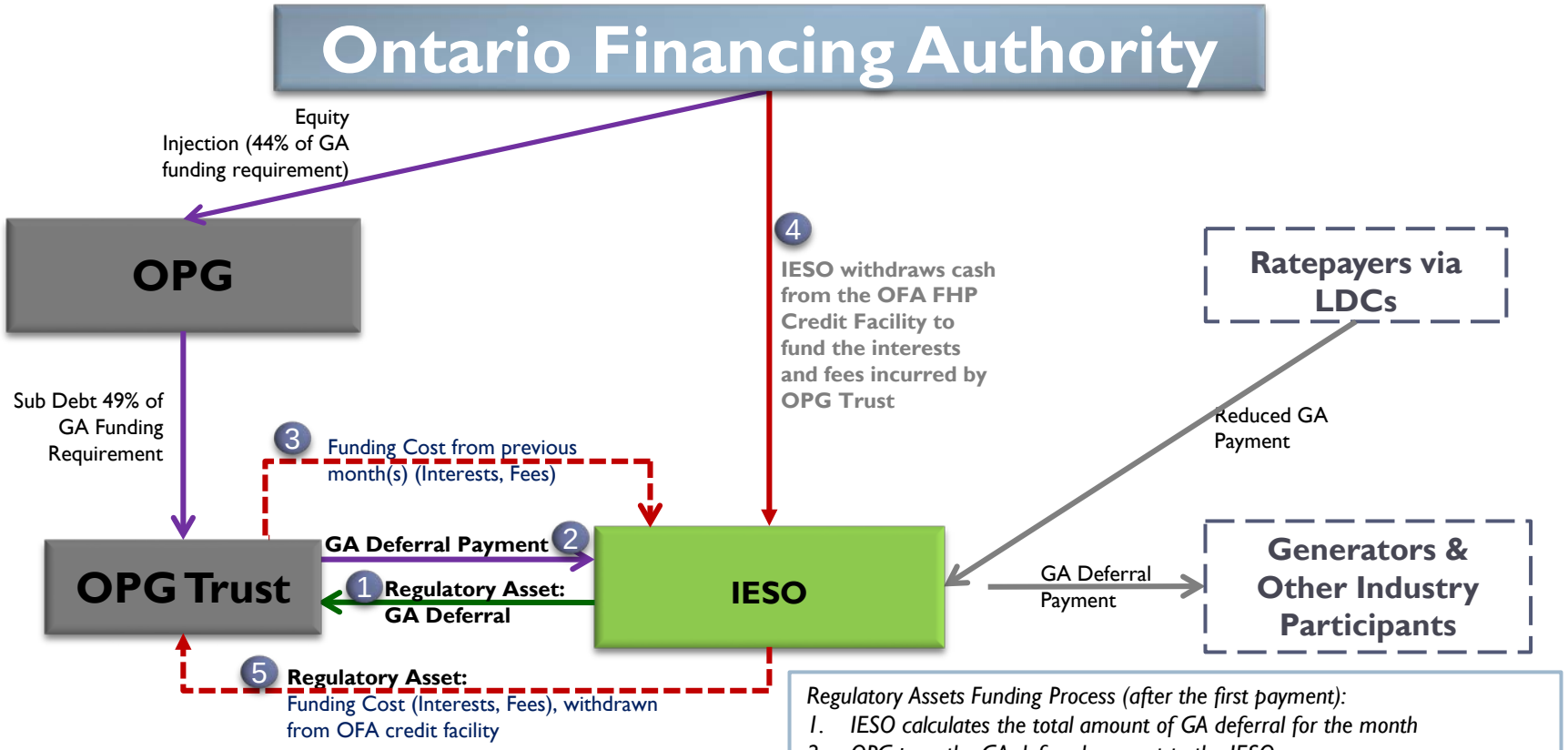
GA Financing Transaction Flow



Regulatory Assets Funding Process (after the first payment):

1. *IESO calculates the total amount of GA deferral for the month*
2. *OPG pays the GA deferral amount to the IESO*
3. *OPG calculates the total funding costs, i.e. interests, management fees, and etc., for the previous month, and send the invoice to the IESO*
4. *IESO withdraws cash from the OFA FHP Credit Facility to pay for the funding costs incurred by OPG Trust.*
5. *IESO prepares the Regulatory Assets, which consist of the GA deferral amount for the month and payment for the funding costs for the previous month, and sells the Regulatory Assets to OPG Trust.*

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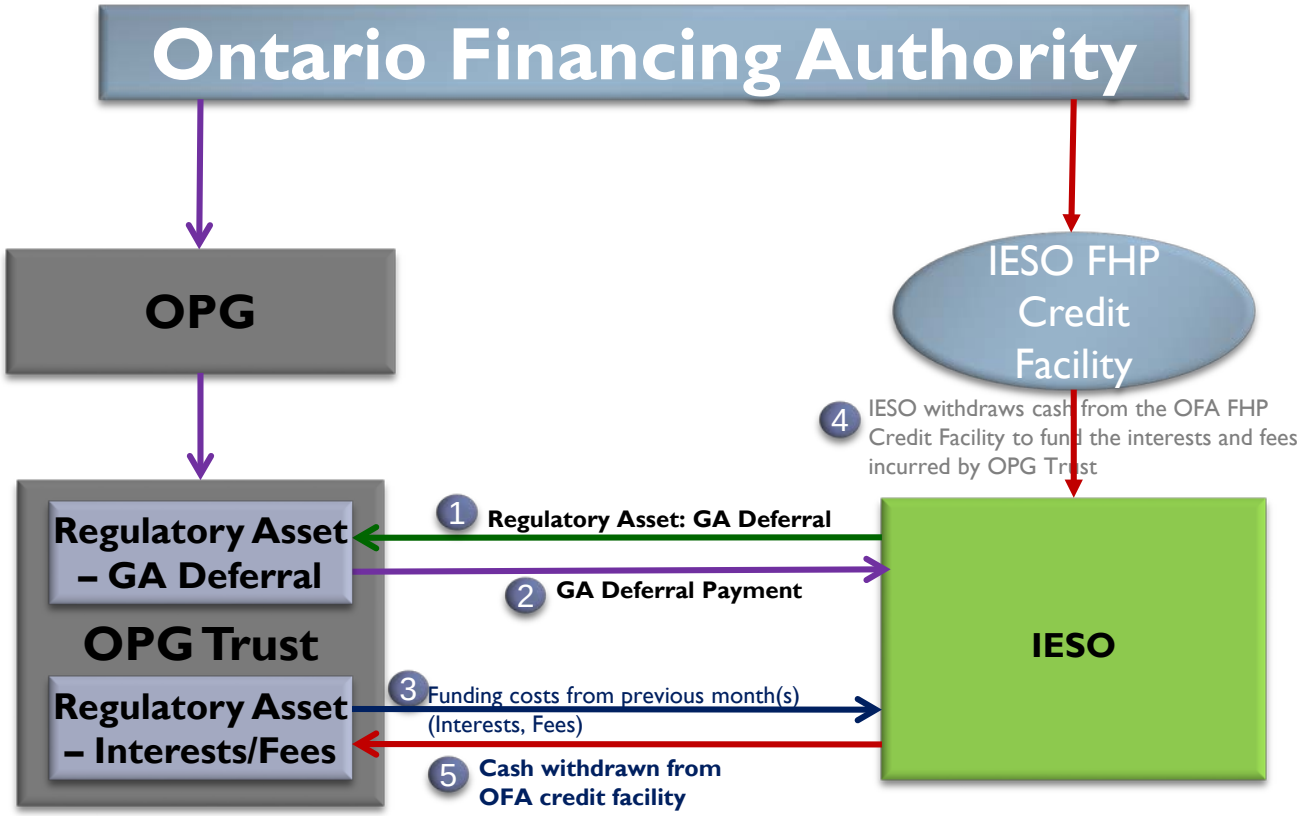
GA Financing Transaction Flow

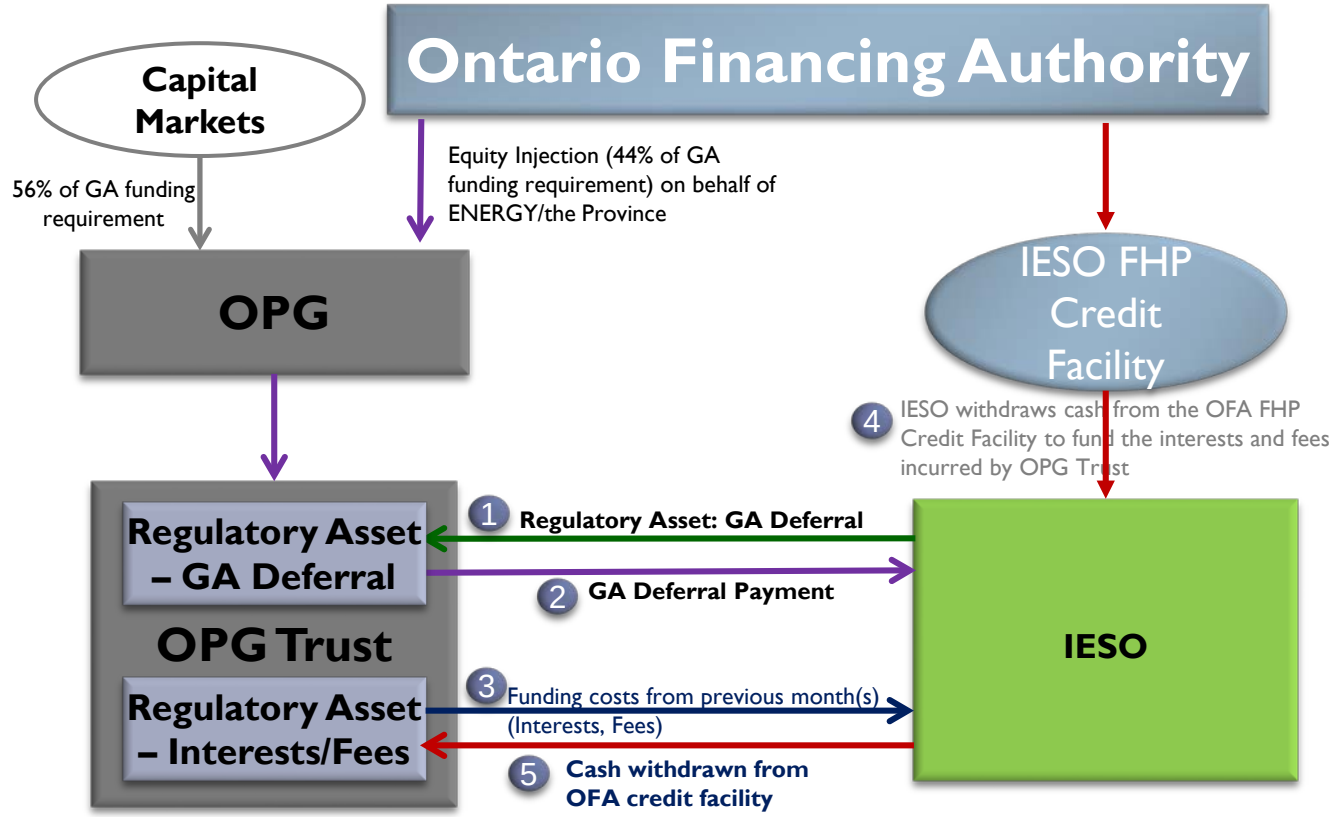


Regulatory Assets Funding Process (after the first payment):

1. *IESO calculates the total amount of GA deferral for the month*
2. *OPG pays the GA deferral amount to the IESO*
3. *OPG calculates the total funding costs, i.e. interests, management fees, and etc., for the previous month, and send the invoice to the IESO*
4. *IESO withdraws cash from the OFA FHP Credit Facility to pay for the funding costs incurred by OPG Trust.*
5. *IESO prepares the Regulatory Assets, which consist of the GA deferral amount for the month and payment for the funding costs for the previous month, and sells the Regulatory Assets to OPG Trust.*

DRAFT

GA Financing Transaction Flow



Regulatory Assets Funding Process (after the first payment):

1. *IESO calculates the total amount of GA deferral for the month*
2. *OPG pays the GA deferral amount to the IESO*
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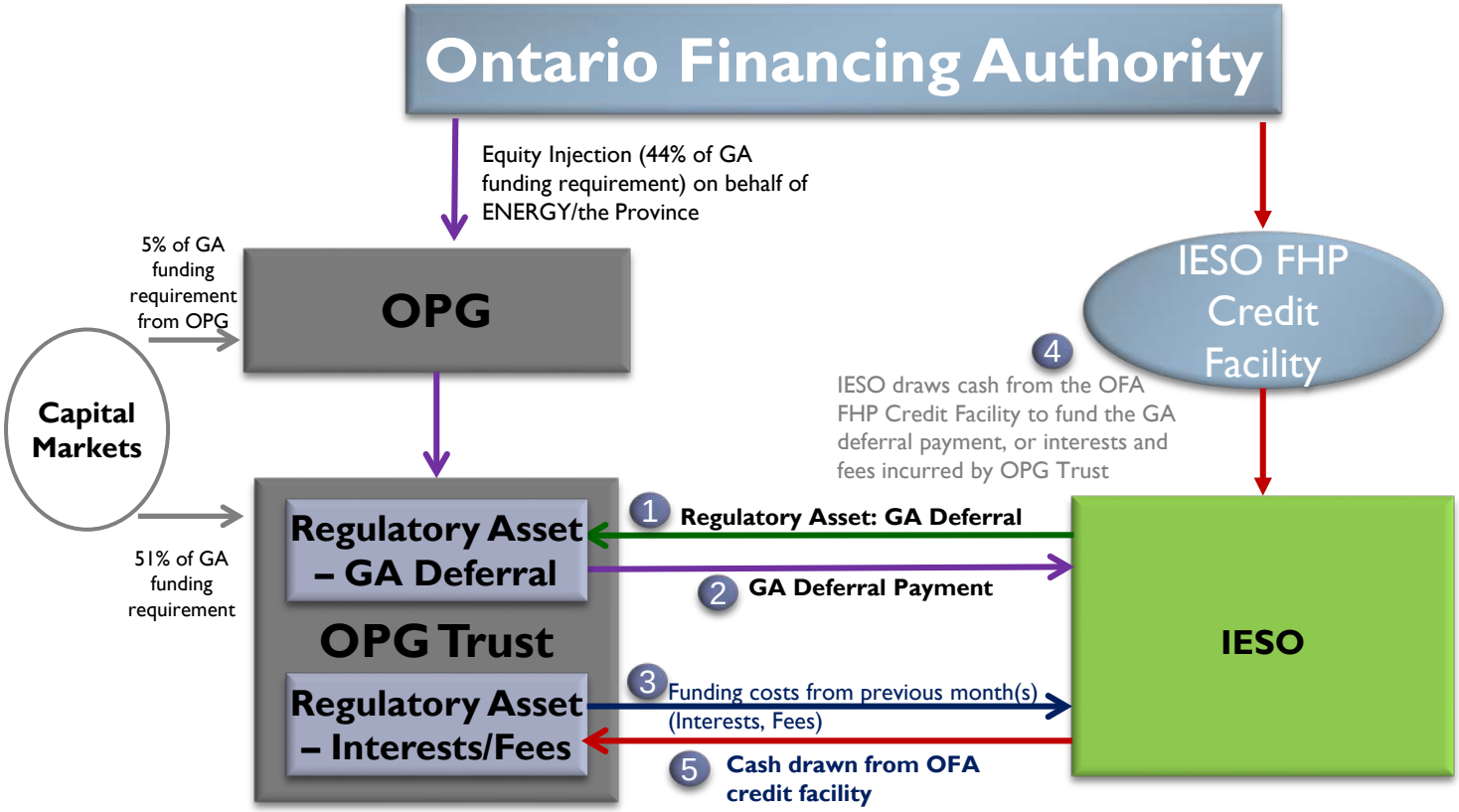

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4. *IESO draws cash from the OFA FHP Credit Facility to pay for the funding costs incurred by OPG Trust. IESO could use the credit facility to pay for the GA deferral amount as well in case of a shortfall.*
5. *IESO prepares the Regulatory Assets, which consist of the GA deferral amount for the month and payment for the funding costs for the previous month, and sells the Regulatory Assets to OPG Trust.*

Ministry of Energy

Office of the Minister

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Ontario

MC-2017-1757

SEP 2 8 2017

Mr. Bernard Lord
Board Chair
Ontario Power Generation
700 University Avenue
Toronto ON M5G 1X6

Dear Mr. Lord:

Re: *Ontario Fair Hydro Plan Act, 2017* and the Fair Allocation Amount

I write pursuant to my obligation under subsection 20(4) of the *Ontario Fair Hydro Plan Act, 2017* (the Act) to provide Ontario Power Generation (OPG), acting in its capacity as Financial Services Manager under the Act, with the Fair Allocation Amount (FAA) in respect of each reference period from July 1, 2017 to April 30, 2047. Terms used in this letter that are also used in the Act and the related regulations have the definitions provided for in the Act and the related regulations.

The FAA for each reference period, determined in accordance with subsection 20(1) of the Act and Ontario Regulation 206/17 (General) made under the Act, including associated estimated financing costs, shall be the amount set out in Schedule "A" to this letter. I would also note that the estimated financing costs, including estimated fees, contained within the FAAs are reflective of input from OPG staff.

Also included in Schedule "A" are the readjustment amounts for the first four reference periods and additional readjustments that are expected to be made beyond the first four reference periods, reflective of past overpayments of clean energy costs between 2005 and 2017 and consistent with the Government of Ontario's commitment to hold rate increases, for four years, to not more than the rate of inflation. The recovery of these readjustment amounts and related interest costs have been included in the calculation of the FAAs in Schedule "A" as per subsection 20(2) of the Act and related regulations.

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I would also note that Ministry of Energy staff would provide OPG staff with the residential bill assumptions from the upcoming 2017 Long-Term Energy Plan to provide further context in relation to the amounts included in Schedule "A".

We look forward to continuing to work with you as this initiative moves forward.

Sincerely,

Glenn Thibeault
Minister

Enclosure

c: Serge Imbrogno, Deputy Minister of Energy
Jeff Lyash, President and CEO, Ontario Power Generation

SCHEDULE "A" – FAIR ALLOCATION AMOUNT

REFERENCE PERIOD	FAIR ALLOCATION AMOUNT (FAA) ($ million)	READJUSTMENT AMOUNT (RA) ($ million)
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2028-Nov	376	-
2029-May	437	-
2029-Nov	612	-
2030-May	706	-
2030-Nov	678	-
2031-May	673	-
2031-Nov	719	-
2032-May	751	-
2032-Nov	767	-
2033-May	785	-
2033-Nov	937	-
2034-May	1,024	-
2034-Nov	1,075	-
2035-May	1,113	-
2035-Nov	1,115	-
2036-May	1,129	-
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2040-Nov	756	-
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2042-Nov	697	-
2043-May	690	-
2043-Nov	692	-
2044-May	701	-
2044-Nov	698	-
2045-May	705	-
2045-Nov	753	-
2046-May	786	-
2046-Nov	945	-
2047-May	1,376	-

Ministry of Energy
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SEP 2 8 2017

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tario

MC-2017-1757

Mr. Bernard Lord Board Chair
Ontario Power Generation 700 University Avenue Toronto ON M5G 1X6

Dear Mr. Lord:

Re: *Ontario Fair Hydro Plan Act, 2017* and the Fair Allocation Amount

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2021-Nov	-233	
2022-May	-197	
2022-Nov	-130	
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2023-Nov	-50	
2024-May	-27	
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MC-2017-1757

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TORYS LLP

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www.torys.com

Brett Saulnier
bsaulnier@torys.com
P. 416.865.8148

February 8, 2018

CONFIDENTIAL

Ministry of Finance
7 Queen's Park Crescent, 7th Floor
Toronto, Ontario M7A 1Y7

Attention: Minister of Finance
Deputy Minister of Finance

Ministry of Energy
Hearst Block 4th Floor, 900 Bay Street
Toronto, Ontario M7A 2E1

Attention: Minister of Energy
Deputy Ministry of Energy

Dear Sirs/Mesdames:

Re: Fair Hydro Plan – Deliveries under Change of Law Process Agreement

Reference is made to the Change of Law Process Agreement dated as of December 21, 2017 between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Energy and the Minister of Finance, and Ontario Power Generation Inc. (the "**Change of Law Process Agreement**"). Capitalized terms used and not defined herein shall have their respective meanings in the Change of Law Process Agreement.

On February 9, 2018, Fair Hydro Trust (the "**Issuer**") will issue (i) C$500,000,000 aggregate principal amount of 3.357% Senior Notes due May 15, 2033, Series 2018-1 in accordance with the terms of an agency agreement dated as of February 6, 2018 among the Issuer, Ontario Power Generation Inc. ("**OPG**") and the dealers named therein, (ii) C$382,353,000 aggregate principal amount of 3.637% Subordinated Notes due May 15, 2033, Series 2018-1 and (iii) C$98,040,000 aggregate principal amount of 3.957% Junior Subordinated Notes due May 15, 2033, Series 2018-1 (collectively, the "**Funding Obligations**").

On behalf of Ontario Power Generation Inc. and pursuant to section 3.01 of the Change of Law Process Agreement, please find enclosed a Process Certificate in respect of the Funding Obligations.

On behalf of Ontario Power Generation Inc. and pursuant to section 2.01(c) of the Change of Law Process Agreement, please find enclosed one Special Payment Date Agreement in respect of each of the Warehouse Senior Series 2017-1 Supplemental Indenture dated as of December 21, 2017 among, *inter alios*, the Issuer, Royal Bank of Canada and BNY Trust Company of Canada (the "**Indenture Trustee**"), the Warehouse Subordinated Series 2017-1 Supplemental

Indenture dated as of December 21, 2017 among the Issuer, OPG and the Indenture Trustee and the Warehouse Junior Subordinated Series 2017-1 Supplemental Indenture dated as of December 21, 2017 among the Issuer, OPG and the Indenture Trustee (collectively, the "**Warehouse Facilities**"). Such Special Payment Date Agreements permit a partial repayment of the Warehouse Facilities using proceeds from the Funding Obligations on a date that is not the 15th day of a given calendar month and allow the decrease notice to be delivered within two business days of such repayment (rather than five business days).

Yours truly,

Brett Saulnier

Encl.

cc: Rima Ramchandani, *Torys LLP*
John Lee, *Ontario Power Generation Inc.*
Lubna Ladak, *Ontario Power Generation Inc.*
Leslie Wong, *Ontario Power Generation Inc.*

24966160.1

ONTARIO POWER GENERATION INC.,
in its capacity as FSM

PROCESS CERTIFICATE

Certificate of the CFO and Treasurer pursuant to section 3.01 of the Change of Law Process Agreement

TO: Her Majesty the Queen in Right of Ontario, as represented by the Minister of Energy and the Minister of Finance (the "**Province**")

RE: C$500,000,000 aggregate principal amount of 3.357% Senior Notes due May 15, 2033, Series 2018-1 (the "**Series 2018-1 Senior Notes**")

AND RE: C$382,353,000 aggregate principal amount of 3.637% Subordinated Notes due May 15, 2033, Series 2018-1 (the "**Series 2018-1 Subordinated Notes**")

AND RE: C$98,040,000 aggregate principal amount of 3.957% Junior Subordinated Notes due May 15, 2033, Series 2018-1 (the "**Series 2018-1 Junior Subordinated Notes**")

AND RE: Agency agreement between Fair Hydro Trust (the "**Issuer**"), Ontario Power Generation Inc., CIBC World Markets Inc., RBC Dominion Securities Inc., Goldman Sachs Canada Inc., BMO Nesbitt Burns Inc., Scotia Capital Inc., National Bank Financial Inc., TD Securities Inc., Morgan Stanley Canada Limited, HSBC Securities (Canada) Inc., Laurentian Bank Securities Inc., Desjardins Securities Inc. and Casgrain & Company Limited dated as of February 6, 2018 (the "**Agency Agreement**" and together with the Series 2018-1 Senior Notes, the Series 2018-1 Subordinated Notes and the Series 2018-1 Junior Subordinated Notes, the "**Funding Obligations**")

Reference is made to the Change of Law Process Agreement dated December 21, 2017 among the Province and Ontario Power Generation Inc. (the "**Change of Law Process Agreement**"). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Change of Law Process Agreement.

Each of the undersigned, being the Chief Financial Officer and Treasurer of OPG acting in its capacity as FSM and holding the offices set forth under their names and signatures below, pursuant to and accordance with section 3.01 of the Change of Law Process Agreement, hereby certifies for and on behalf of OPG, in its capacity as Financial Services Manager, and not in such officer's personal capacity and intending that this certificate may be relied on by the addressees hereof without independent inquiry, that:

1. I have read and understand the provisions of the Change of Law Process Agreement and all other documents and materials necessary to enable me to deliver this certificate.

2. The material terms of the Series 2018-1 Senior Notes are set forth in Schedule A.

3. The material terms of the Series 2018-1 Subordinated Notes are set forth in Schedule B.

4. The material terms of the Series 2018-1 Junior Subordinated Notes are set forth in Schedule C.

5. The material terms of the Agency Agreement are set forth in Schedule D.

6. The Funding Obligations:

   (a) will arise under terms and conditions that are Substantially in the Form of the Reference Documentation applicable thereto;

   (b) in my opinion, are reasonably incurred or effected in compliance with the Act, the General Regulation, any other enactments related thereto and the Financing Plan;

   (c) are of a type and are on terms that a reasonably prudent financial services manager would incur in similar circumstances; and

   (d) reflect, in all material respects, arm's length terms and conditions.

7. The Disclosure Document used in connection with the offering and sale of the Series 2018-1 Senior Notes is Substantially in the Form of the Reference Documentation. No Disclosure Document was used in connection with the offering and sale of the Series 2018-1 Subordinated Notes or Series 2018-1 Junior Subordinated Notes.

8. Any disclosure made in respect of any of the Funding Obligations (including any Disclosure Document, press release or other written communication prepared for dissemination to third parties in relation to any of the Funding Obligations) that refers to or describes the terms, effect or adherence of or to the Change of Law Process Agreement or the Change of Law Protection Agreement has been made available to the Province prior to use or dissemination, other than where such disclosure was substantially the same as a disclosure previously made.

9. No Breach Event has occurred on or prior to the date hereof, unless such Breach Event has been waived by the Province in writing.

10. At the time the Funding Obligations are incurred, the maximum aggregate payment amounts due or becoming due in the future in respect of Repayments under the Funding Obligations, together with all other outstanding amounts due or becoming due in the future in respect of Repayments under all Approved Obligations, do not exceed the Protection Agreement Maximum applicable on the date hereof.

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DATED as of the 9th day of February, 2018.

Name: Ken Hartwick
Title: Chief Financial Officer and
Senior Vice President

Name: John Lee
Title: Vice President – Treasurer

SCHEDULE A

SERIES 2018-1 SENIOR NOTES TERM SHEET	
Principal Amount	Unlimited but initially C$500,000,000
Interest Rate	3.357% per annum (the "**Series 2018-1 Senior Interest Rate**")
Interest Payments	The "**Interest Payment Dates**" for the Series 2018-1 Senior Notes are as follows: (i) prior to the occurrence of an Amortization Event (as defined below), interest on the Series 2018-1 Senior Notes shall be payable in equal semi-annual instalments (except the first interest payment) in arrears on May 15 and November 15 of each year, commencing May 15, 2018 (short first coupon); and (ii) following the occurrence of an Amortization Event, interest will be payable in arrears on the outstanding principal amount of the Series 2018-1 Senior Notes on each Payment Date (as defined in the Master Trust Indenture dated December 21, 2017 between the Issuer and BNY Trust Company of Canada, as supplemented (the "**MTI**")) thereafter at a rate equal to the monthly equivalent of the Series 2018-1 Senior Interest Rate; that is, the interest rate that, when compounded monthly for six months on a stated outstanding principal amount, yields interest in an amount equal to the Series 2018-1 Senior Interest Rate, multiplied by such outstanding principal amount and divided by two. The first interest payment on the Series 2018-1 Senior Notes will include accrued and unpaid interest for the period from, and including, February 9, 2018 to, but excluding, the first Interest Payment Date. Subject to the occurrence of an Acceleration Event (as defined below), the first interest payment will be in an amount equal to C$8.73739726 per C$1,000 principal amount of Series 2018-1 Senior Notes. "**Amortization Event**" means either an Acceleration Event has occurred with respect to the Series 2018-1 Senior Notes, or the outstanding principal amount of the Series 2018-1 Senior Notes has not been paid in full on May 15, 2033. "**Acceleration Event**" means either (i) all Issuer Funding Obligations are declared due and payable in accordance with the provisions of the MTI, or (ii) the outstanding principal amount of the Series 2018-1 Senior Notes and all interest thereon is declared due and payable in accordance with the MTI as a result of the occurrence of certain events of default.
Issue Price	C$1,000.03 per C$1,000 principal amount of Series 2018-1 Senior Notes
Fees	See Schedule D under the heading "Fees"
Term to Maturity	15.25 years
Amortization	Subject to the occurrence of an Acceleration Event, the outstanding principal amount of the Series 2018-1 Senior Notes shall be due and payable on May 15, 2033. Following the occurrence of an Amortization Event, each Payment Date thereafter shall be a Principal Payment Date (as defined in the MTI) in respect of the Series 2018-1 Senior Notes and the then outstanding principal amount of the Series 2018-1 Senior Notes shall be due and payable on each such Payment Date. A failure to pay principal on May 15, 2033 for the Series 2018-1 Senior Notes will constitute an event of default upon the occurrence of which the holders of Series 2018-1 Senior Notes may declare the outstanding principal and all accrued and unpaid interest on the Series 2018-1 Senior Notes to be immediately due and payable. Subject to the occurrence of an Amortization Event, the Series 2018-1 Senior Notes shall have the Principal Accumulation Amounts for the Payment Dates specified in Appendix 1 hereto.
Extension	N/A
Redemption	The Series 2018-1 Senior Notes will be redeemable at the option of the Issuer, in whole or in part, at any time and from time to time, on not less than 15 nor more than 60 days' notice at the redemption price specified below. At any time prior to the Par Call Date (as defined below), the redemption price will be equal to the greater of (i) the Series 2018-1 Canada Yield Price (as defined below) and (ii) par, plus, in each case, accrued and unpaid interest to, but not including, the date of redemption. On or after the Par Call Date, the redemption price will be equal to par, plus accrued and unpaid interest to, but not including, the date of redemption. "**Par Call Date**" means November 15, 2032. "**Series 2018-1 Canada Yield Price**" means a price equal to the price of the Series 2018-1 Senior Notes calculated to provide a yield to the Par Call Date, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, equal to the Government of Canada Yield (as defined below) calculated at 10:00 a.m. (Toronto time) on the third business day preceding the date of redemption, plus 0.23% per annum. "**Government of Canada Yield**" on any date means, in respect of the Series 2018-1 Senior Notes being redeemed, the yield from the redemption date to the Par Call Date compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada at 100% of its principal amount on such date with a term to maturity equal to the remaining term to the Par Call Date (calculated from the date of redemption), such yield being the average of the yields provided by two major Canadian investment dealers specified by the Issuer.

APPENDIX 1

PRINCIPAL ACCUMULATION AMOUNTS AND PAYMENT DATES

Payment Date	Principal Accumulation Amount
January 15, 2030	C$3,655,755.29
February 15, 2030	C$7,626,564.99
March 15, 2030	C$8,257,633.61
April 15, 2030	C$8,191,586.84
May 15, 2030	C$7,890,462.63
June 15, 2030	C$7,584,364.60
July 15, 2030	C$9,084,874.20
August 15, 2030	C$11,442,279.18
September 15, 2030	C$12,391,444.77
October 15, 2030	C$12,750,308.92
November 15, 2030	C$11,982,236.88
December 15, 2030	C$11,293,079.64
January 15, 2031	C$10,793,983.66
February 15, 2031	C$10,722,332.46
March 15, 2031	C$11,500,665.58
April 15, 2031	C$11,354,192.22
May 15, 2031	C$10,817,597.00
June 15, 2031	C$10,295,734.83
July 15, 2031	C$9,657,558.16
August 15, 2031	C$9,972,812.07
September 15, 2031	C$10,763,812.68
October 15, 2031	C$11,008,621.17
November 15, 2031	C$10,283,044.04
December 15, 2031	C$9,663,858.15
January 15, 2032	C$11,614,637.47
February 15, 2032	C$14,086,300.93
March 15, 2032	C$15,155,597.37
April 15, 2032	C$15,258,171.67
May 15, 2032	C$14,584,770.10
June 15, 2032	C$13,686,506.16
July 15, 2032	C$14,172,728.13
August 15, 2032	C$16,021,396.29
September 15, 2032	C$17,345,995.76
October 15, 2032	C$17,773,273.46
November 15, 2032	C$16,598,773.70
December 15, 2032	C$15,634,984.01
January 15, 2033	C$16,715,366.47
February 15, 2033	C$18,464,628.87
March 15, 2033	C$19,935,085.13
April 15, 2033	C$19,792,624.35
May 15, 2033	C$4,174,356.56

SCHEDULE B

SERIES 2018-1 SUBORDINATED NOTES TERM SHEET	
Principal Amount	Unlimited but initially C$382,353,000
Interest Rate	3.637% per annum (the "**Series 2018-1 Subordinated Interest Rate**")
Interest Payments	The "**Interest Payment Dates**" for the Series 2018-1 Subordinated Notes are as follows: (i) prior to the occurrence of an Amortization Event (as defined below), interest on the Series 2018-1 Subordinated Notes shall be payable in equal semi-annual instalments (except the first interest payment) in arrears on May 15 and November 15 of each year, commencing May 15, 2018 (short first coupon); and (ii) following the occurrence of an Amortization Event, interest will be payable in arrears on the outstanding principal amount of the Series 2018-1 Subordinated Notes on each Payment Date (as defined in the Master Trust Indenture dated December 21, 2017 between the Issuer and BNY Trust Company of Canada, as supplemented (the "**MTI**")) thereafter at a rate equal to the monthly equivalent of the Series 2018-1 Subordinated Interest Rate; that is, the interest rate that, when compounded monthly for six months on a stated outstanding principal amount, yields interest in an amount equal to the Series 2018-1 Subordinated Interest Rate, multiplied by such outstanding principal amount and divided by two. The first interest payment on the Series 2018-1 Subordinated Notes will include accrued and unpaid interest for the period from, and including, February 9, 2018 to, but excluding, the first Interest Payment Date. Subject to the occurrence of an Acceleration Event (as defined below), the first interest payment will be in an amount equal to C$9.466164384 per C$1,000 principal amount of Series 2018-1 Subordinated Notes. "**Amortization Event**" means either an Acceleration Event has occurred with respect to the Series 2018-1 Subordinated Notes, or the outstanding principal amount of the Series 2018-1 Subordinated Notes has not been paid in full on May 15, 2033. "**Acceleration Event**" means either (i) all Issuer Funding Obligations are declared due and payable in accordance with the provisions of the MTI, or (ii) the outstanding principal amount of the Series 2018-1 Subordinated Notes and all interest thereon is declared due and payable in accordance with the MTI as a result of the occurrence of certain events of default.
Issue Price	C$1,000 per C$1,000 principal amount of Series 2018-1 Subordinated Notes
Fees	N/A
Term to Maturity	15.25 years
Amortization	Subject to the occurrence of an Acceleration Event, the outstanding principal amount of the Series 2018-1 Subordinated Notes shall be due and payable on May 15, 2033. Following the occurrence of an Amortization Event, each Payment Date thereafter shall be a Principal Payment Date (as defined in the MTI) in respect of the Series 2018-1 Subordinated Notes and the then outstanding principal amount of the Series 2018-1 Subordinated Notes shall be due and payable on each such Payment Date. A failure to pay principal on May 15, 2033 for the Series 2018-1 Subordinated Notes will constitute an event of default upon the occurrence of which the holders of Series 2018-1 Subordinated Notes may declare the outstanding principal and all accrued and unpaid interest on the Series 2018-1 Subordinated Notes to be immediately due and payable. Subject to the occurrence of an Amortization Event, the Series 2018-1 Subordinated Notes shall have the Principal Accumulation Amounts for the Payment Dates specified in Appendix 2 hereto.
Extension	N/A
Redemption	The Series 2018-1 Subordinated Notes will be redeemable at the option of the Issuer, in whole or in part, at any time and from time to time, on not less than 15 nor more than 60 days' notice at the redemption price specified below. At any time prior to the Par Call Date (as defined below), the redemption price will be equal to the greater of (i) the Series 2018-1 Canada Yield Price (as defined below) and (ii) par, plus, in each case, accrued and unpaid interest to, but not including, the date of redemption. On or after the Par Call Date, the redemption price will be equal to par, plus accrued and unpaid interest to, but not including, the date of redemption. "**Par Call Date**" means November 15, 2032. "**Series 2018-1 Canada Yield Price**" means a price equal to the price of the Series 2018-1 Subordinated Notes calculated to provide a yield to the Par Call Date, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, equal to the Government of Canada Yield (as defined below) calculated at 10:00 a.m. (Toronto time) on the third business day preceding the date of redemption, plus 0.30% per annum. "**Government of Canada Yield**" on any date means, in respect of the Series 2018-1 Subordinated Notes being redeemed, the yield from the redemption date to the Par Call Date compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada at 100% of its principal amount on such date with a term to maturity equal to the remaining term to the Par Call Date (calculated from the date of redemption), such yield being the average of the yields provided by two major Canadian investment dealers specified by the Issuer.

APPENDIX 2

PRINCIPAL ACCUMULATION AMOUNTS AND PAYMENT DATES

Payment Date	Principal Accumulation Amount
January 15, 2030	C$2,795,577.57
February 15, 2030	C$5,832,079.11
March 15, 2030	C$6,314,661.00
April 15, 2030	C$6,264,154.64
May 15, 2030	C$6,033,883.19
June 15, 2030	C$5,799,808.22
July 15, 2030	C$6,947,256.74
August 15, 2030	C$8,749,978.20
September 15, 2030	C$9,475,810.71
October 15, 2030	C$9,750,236.23
November 15, 2030	C$9,162,887.03
December 15, 2030	C$8,635,884.43
January 15, 2031	C$8,254,222.80
February 15, 2031	C$8,199,430.70
March 15, 2031	C$8,794,626.62
April 15, 2031	C$8,682,617.58
May 15, 2031	C$8,272,280.06
June 15, 2031	C$7,873,208.99
July 15, 2031	C$7,385,191.53
August 15, 2031	C$7,626,268.05
September 15, 2031	C$8,231,150.87
October 15, 2031	C$8,418,357.37
November 15, 2031	C$7,863,504.27
December 15, 2031	C$7,390,009.17
January 15, 2032	C$8,881,781.59
February 15, 2032	C$10,771,877.18
March 15, 2032	C$11,589,574.46
April 15, 2032	C$11,668,013.63
May 15, 2032	C$11,153,059.49
June 15, 2032	C$10,466,151.77
July 15, 2032	C$10,837,968.57
August 15, 2032	C$12,251,655.99
September 15, 2032	C$13,264,584.99
October 15, 2032	C$13,591,326.76
November 15, 2032	C$12,693,179.89
December 15, 2032	C$11,956,164.24
January 15, 2033	C$12,782,339.07
February 15, 2033	C$14,120,010.31
March 15, 2033	C$15,244,476.86
April 15, 2033	C$15,135,536.27
May 15, 2033	C$3,192,213.85

SCHEDULE C

SERIES 2018-1 JUNIOR SUBORDINATED NOTES TERM SHEET	
Principal Amount	Unlimited but initially C$98,040,000
Interest Rate	3.957% per annum (the "**Series 2018-1 Junior Subordinated Interest Rate**")
Interest Payments	The "**Interest Payment Dates**" for the Series 2018-1 Junior Subordinated Notes are as follows: (i) prior to the occurrence of an Amortization Event (as defined below), interest on the Series 2018-1 Junior Subordinated Notes shall be payable in equal semi-annual instalments (except the first interest payment) in arrears on May 15 and November 15 of each year, commencing May 15, 2018 (short first coupon); and (ii) following the occurrence of an Amortization Event, interest will be payable in arrears on the outstanding principal amount of the Series 2018-1 Junior Subordinated Notes on each Payment Date (as defined in the Master Trust Indenture dated December 21, 2017 between the Issuer and BNY Trust Company of Canada, as supplemented (the "**MTI**")) thereafter at a rate equal to the monthly equivalent of the Series 2018-1 Junior Subordinated Interest Rate; that is, the interest rate that, when compounded monthly for six months on a stated outstanding principal amount, yields interest in an amount equal to the Series 2018-1 Junior Subordinated Interest Rate, multiplied by such outstanding principal amount and divided by two. The first interest payment on the Series 2018-1 Junior Subordinated Notes will include accrued and unpaid interest for the period from, and including, February 9, 2018 to, but excluding, the first Interest Payment Date. Subject to the occurrence of an Acceleration Event (as defined below), the first interest payment will be in an amount equal to C$10.299041096 per C$1,000 principal amount of Series 2018-1 Junior Subordinated Notes. "**Amortization Event**" means either an Acceleration Event has occurred with respect to the Series 2018-1 Junior Subordinated Notes, or the outstanding principal amount of the Series 2018-1 Junior Subordinated Notes has not been paid in full on May 15, 2033. "**Acceleration Event**" means either (i) all Issuer Funding Obligations are declared due and payable in accordance with the provisions of the MTI, or (ii) the outstanding principal amount of the Series 2018-1 Junior Subordinated Notes and all interest thereon is declared due and payable in accordance with the MTI as a result of the occurrence of certain events of default.
Issue Price	C$1,000 per C$1,000 principal amount of Series 2018-1 Junior Subordinated Notes
Fees	N/A
Term to Maturity	15.25 years
Amortization	Subject to the occurrence of an Acceleration Event, the outstanding principal amount of the Series 2018-1 Junior Subordinated Notes shall be due and payable on May 15, 2033. Following the occurrence of an Amortization Event, each Payment Date thereafter shall be a Principal Payment Date (as defined in the MTI) in respect of the Series 2018-1 Junior Subordinated Notes and the then outstanding principal amount of the Series 2018-1 Junior Subordinated Notes shall be due and payable on each such Payment Date. A failure to pay principal on May 15, 2033 for the Series 2018-1 Junior Subordinated Notes will constitute an event of default upon the occurrence of which the holders of Series 2018-1 Junior Subordinated Notes may declare the outstanding principal and all accrued and unpaid interest on the Series 2018-1 Junior Subordinated Notes to be immediately due and payable. Subject to the occurrence of an Amortization Event, the Series 2018-1 Junior Subordinated Notes shall have the Principal Accumulation Amounts for the Payment Dates specified in Appendix 3 hereto.
Extension	N/A
Redemption	The Series 2018-1 Junior Subordinated Notes will be redeemable at the option of the Issuer, in whole or in part, at any time and from time to time, on not less than 15 nor more than 60 days' notice at the redemption price specified below. At any time prior to the Par Call Date (as defined below), the redemption price will be equal to the greater of (i) the Series 2018-1 Canada Yield Price (as defined below) and (ii) par, plus, in each case, accrued and unpaid interest to, but not including, the date of redemption. On or after the Par Call Date, the redemption price will be equal to par, plus accrued and unpaid interest to, but not including, the date of redemption. "**Par Call Date**" means November 15, 2032. "**Series 2018-1 Canada Yield Price**" means a price equal to the price of the Series 2018-1 Junior Subordinated Notes calculated to provide a yield to the Par Call Date, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, equal to the Government of Canada Yield (as defined below) calculated at 10:00 a.m. (Toronto time) on the third business day preceding the date of redemption, plus 0.38% per annum. "**Government of Canada Yield**" on any date means, in respect of the Series 2018-1 Junior Subordinated Notes being redeemed, the yield from the redemption date to the Par Call Date compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada at 100% of its principal amount on such date with a term to maturity equal to the remaining term to the Par Call Date (calculated from the date of redemption), such yield being the average of the yields provided by two major Canadian investment dealers specified by the Issuer.

APPENDIX 3

PRINCIPAL ACCUMULATION AMOUNTS AND PAYMENT DATES

Payment Date	Principal Accumulation Amount
January 15, 2030	C$716,814.76
February 15, 2030	C$1,495,404.90
March 15, 2030	C$1,619,143.85
April 15, 2030	C$1,606,193.50
May 15, 2030	C$1,547,149.54
June 15, 2030	C$1,487,130.31
July 15, 2030	C$1,781,347.88
August 15, 2030	C$2,243,584.15
September 15, 2030	C$2,429,695.05
October 15, 2030	C$2,500,060.57
November 15, 2030	C$2,349,458.21
December 15, 2030	C$2,214,329.34
January 15, 2031	C$2,116,467.38
February 15, 2031	C$2,102,418.13
March 15, 2031	C$2,255,032.47
April 15, 2031	C$2,226,312.20
May 15, 2031	C$2,121,097.45
June 15, 2031	C$2,018,771.54
July 15, 2031	C$1,893,638.85
August 15, 2031	C$1,955,453.35
September 15, 2031	C$2,110,551.51
October 15, 2031	C$2,158,553.17
November 15, 2031	C$2,016,283.15
December 15, 2031	C$1,894,874.15
January 15, 2032	C$2,277,379.90
February 15, 2032	C$2,762,019.79
March 15, 2032	C$2,971,685.76
April 15, 2032	C$2,991,798.37
May 15, 2032	C$2,859,758.84
June 15, 2032	C$2,683,628.66
July 15, 2032	C$2,778,966.30
August 15, 2032	C$3,141,450.25
September 15, 2032	C$3,401,175.64
October 15, 2032	C$3,484,955.58
November 15, 2032	C$3,254,661.51
December 15, 2032	C$3,065,683.14
January 15, 2033	C$3,277,522.84
February 15, 2033	C$3,620,515.46
March 15, 2033	C$3,908,840.22
April 15, 2033	C$3,880,906.74
May 15, 2033	C$819,285.59

SCHEDULE D

AGENCY AGREEMENT TERMS	
Appointment	The Issuer appoints the Agents to act as its sole and exclusive agents to effect the solicitation and private placement of Series 2018-1 Senior Notes to "accredited investors", as such term is defined under applicable securities laws, in the Provinces of Canada (the "**Offering**").
Fees	In consideration of the services provided to the Issuer by the Agents, the Issuer agrees to pay the Agents a fee equal to 0.50% of the aggregate principal amount of Series 2018-1 Senior Notes sold in the Offering.
Representations and Warranties	Representations and warranties in favour of the Agents from each of the Issuer and OPG customary for a private placement of notes, including representations that the disclosure document used in connection with the Offering does not contain a "misrepresentation", as such term is defined under applicable securities laws.
Conditions to Closing	As conditions to the closing of the Offering, the Issuer must provide, or arrange to have provided, certain standard certificates, legal opinions and other deliverables to the Agents.
Termination	The Agents have customary rights to terminate their obligations on the occurrence of certain events, including legal or other proceedings resulting in a material adverse change, a material adverse change in respect of the Issuer and financial disasters.
Indemnity	Each of the Issuer and OPG provides an indemnity to each of the Agents for any losses resulting from, among other things, breaches of representations, warranties and covenants, breaches of securities laws or a "misrepresentation" in the disclosure document used in connection with the Offering.

SPECIAL PRINCIPAL PAYMENT DATE AGREEMENT
(Senior Warehouse Supplemental Indenture)

Reference is made to:

(a) the Trust Indenture dated as of December 21, 2017 (the "**Trust Indenture**") between Computershare Trust Company of Canada in its capacity as trustee of Fair Hydro Trust and BNY Trust Company of Canada, as indenture trustee;

(b) the Warehouse Senior Series 2017-1 Supplemental Indenture (the "**Senior Warehouse Supplemental Indenture**") made as of December 21, 2017 between the undersigned signatories to this Special Principal Payment Date Agreement;

(c) an expected issuance on or about February 9, 2018 of Senior Notes bearing the full designation "3.357% Senior Notes due May 15, 2033, Series 2018-1" pursuant to a new Supplemental Indenture to be entered into (the "**Expected Term Issuance**").

Terms with initial capital letters in this Special Principal Payment Date Agreement have the meanings given to them in, or for the purposes of, the Senior Warehouse Supplemental Indenture and the Trust Indenture.

The undersigned hereby agree as follows:

1. Notwithstanding the terms of the Senior Warehouse Supplemental Indenture, the date of issuance of the Senior Notes pursuant to the Expected Term Issuance (the "**Special Principal Payment Date**") will be a Principal Payment Date and a Decrease Date as such terms are defined under, and for the purposes of, the Senior Warehouse Supplemental Indenture.

2. Each of the Principal Payment Amount and the Decrease Amount for such Special Principal Payment Date shall be $500,000,000.

3. Proceeds of the Expected Term Issuance will be applied pursuant to the provisions of the Trust Indenture and the Senior Warehouse Supplemental Indenture to the payment of the Principal Payment Amount.

4. For greater certainty, it is acknowledged that the Special Principal Payment Date will not be an Interest Payment Date under the Senior Warehouse Supplemental Indenture and that accrued interest in respect of the principal amount of the Series 2017-1 Senior Notes repaid on the Special Principal Payment Date will be paid on the next Payment Date.

5. Notwithstanding Section 3.4(a) of the Senior Warehouse Supplemental Indenture, the Decrease Notice in respect of the Decrease occurring on the Special Principal Payment Date may be delivered no later than the second Business Day prior to the Special Principal Payment Date.

6. This Special Principal Payment Date Agreement applies only to the proceeds of the Expected Term Issuance and shall not be relied upon to complete any other repayment of principal of Series 2017-1 Senior Notes. If the Special Principal Payment Date has not

occurred by February 28, 2018 this Special Principal Payment Date Agreement shall cease of be of any force and effect.

7. Except as modified hereby, the provisions of the Senior Warehouse Supplemental Indenture remain in full force and effect unamended.

8. Each Series 2017-1 Senior Noteholder acknowledges and consents to the foregoing and directs the Indenture Trustee to enter into this Special Principal Payment Date Agreement.

[Signature Page Follows]

DATED this 7th day of February, 2018.

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of **FAIR HYDRO TRUST**, as Issuer

By: **ONTARIO POWER GENERATION INC.**, not in its individual capacity but solely as Manager

By: _____
Name: Ken Hartwick
Title: Chief Financial Officer and Senior Vice President

By: _____
Name: John Lee
Title: Vice President – Treasurer

BNY TRUST COMPANY OF CANADA, as
Indenture Trustee

By: _____
Name: Ahmad Adam
Title: Vice-President

ROYAL BANK OF CANADA, as Administrative Agent

Ca

By: _____
Name: Ian Benaiah
Title: Authorized Signatory

By: _____
Name:
Title: Nur Khan
Authorized Signatory

CIBC MELLON TRUST COMPANY, in its capacity as trustee of **LAKESHORE TRUST**, by its Financial Services Agent, **ROYAL BANK OF CANADA**, as a CP Conduit Purchaser

By: _____
Name Ian Benaiah
Title: Authorized Signatory

By: _____
Name:
Title: Nur Khan
Authorized Signatory

ROYAL BANK OF CANADA, as a Group Bank

By: _____
Name: Ian Benaiah
Title: Authorized Signatory

By: _____
Name:
Title: Nur Khan
Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, as a Group Bank

By: _____
Name: Andrew Maciel
Title: Authorized Signatory

By: _____
Name: Sunil Adalja
Title: Authorized Signatory

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of **SOUND TRUST**, by its Financial Services Agent, **CANADIAN IMPERIAL BANK OF COMMERCE**, as a CP Conduit Purchaser

By: _____
Name: Andrew Maciel
Title: Authorized Signatory

By: _____
Name: Sunil Adalja
Title: Authorized Signatory

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of **SURE TRUST**, by its Financial Services Agent, **CANADIAN IMPERIAL BANK OF COMMERCE**, as a CP Conduit Purchaser

By: _____
Name: Andrew Maciel
Title: Authorized Signatory

By: _____
Name: Sunil Adalja
Title: Authorized Signatory

GOLDMAN SACHS CANADA INC.

By: _____
Name: JASON ROWE
Title: Managing Director

[Signature page to Global Direction and Receipt]

SPECIAL PRINCIPAL PAYMENT DATE AGREEMENT
(Subordinated Warehouse Supplemental Indenture)

Reference is made to:

(a) the Trust Indenture dated as of December 21, 2017 (the "**Trust Indenture**") between Computershare Trust Company of Canada in its capacity as trustee of Fair Hydro Trust and BNY Trust Company of Canada, as indenture trustee;

(b) the Warehouse Subordinated Series 2017-1 Supplemental Indenture (the "**Subordinated Warehouse Supplemental Indenture**") made as of December 21, 2017 between the undersigned signatories to this Special Principal Payment Date Agreement;

(c) an expected issuance on or about February 9, 2018 of Subordinated Notes bearing the full designation "3.637% Subordinated Notes due May 15, 2033, Series 2018-1" pursuant to a new Supplemental Indenture to be entered into (the "**Expected Term Issuance**").

Terms with initial capital letters in this Special Principal Payment Date Agreement have the meanings given to them in, or for the purposes of, the Senior Warehouse Supplemental Indenture and the Trust Indenture.

The undersigned hereby agree as follows:

1. Notwithstanding the terms of the Subordinated Warehouse Supplemental Indenture, the date of issuance of the Subordinated Notes pursuant to the Expected Term Issuance (the "**Special Principal Payment Date**") will be a Principal Payment Date and a Decrease Date as such terms are defined under, and for the purposes of, the Subordinated Warehouse Supplemental Indenture.

2. Each of the Principal Payment Amount and the Decrease Amount for such Special Principal Payment Date shall be $382,353,000.

3. Proceeds of the Expected Term Issuance will be applied pursuant to the provisions of the Trust Indenture and the Subordinated Warehouse Supplemental Indenture to the payment of the Principal Payment Amount.

4. For greater certainty, it is acknowledged that the Special Principal Payment Date will not be an Interest Payment Date under the Subordinated Warehouse Supplemental Indenture and that accrued interest in respect of the principal amount of the Series 2017-1 Subordinated Notes repaid on the Special Principal Payment Date will be paid on the next Payment Date.

5. Notwithstanding Section 3.4 of the Subordinated Warehouse Supplemental Indenture, the Decrease Notice in respect of the Decrease occurring on the Special Principal Payment Date may be delivered no later than the second Business Day prior to the Special Principal Payment Date.

6. This Special Principal Payment Date Agreement applies only to the proceeds of the Expected Term Issuance and shall not be relied upon to complete any other repayment of principal of Series 2017-1 Subordinated Notes. If the Special Principal Payment Date has not occurred by February 28, 2018 this Special Principal Payment Date Agreement shall cease of be of any force and effect.

7. Except as modified hereby, the provisions of the Subordinated Warehouse Supplemental Indenture remain in full force and effect unamended.

8. Ontario Power Generation Inc. acknowledges and consents to the foregoing and directs the Indenture Trustee to enter into this Special Principal Payment Date Agreement.

[Signature Page Follows]

DATED this 7th day of February, 2018.

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of **FAIR HYDRO TRUST**, as Issuer

By: **ONTARIO POWER GENERATION INC.**, not in its individual capacity but solely as Manager

By: _____
Name: Ken Hartwick
Title: Chief Financial Officer and Senior Vice President

By: _____
Name: John Lee
Title: Vice President – Treasurer

BNY TRUST COMPANY OF CANADA, as
Indenture Trustee

By: _____
Name: Ahmad Adam
Title: Vice-President

[Signature page to Special Principal Payment Date Agreement – Subordinated Warehouse]

ONTARIO POWER GENERATION INC.

By: _____
Name: Ken Hartwick
Title: Chief Financial Officer and
Senior Vice President

By: _____
Name: John Lee
Title: Vice President – Treasurer

SPECIAL PRINCIPAL PAYMENT DATE AGREEMENT
(Junior Subordinated Warehouse Supplemental Indenture)

Reference is made to:

(a) the Trust Indenture dated as of December 21, 2017 (the "**Trust Indenture**") between Computershare Trust Company of Canada in its capacity as trustee of Fair Hydro Trust and BNY Trust Company of Canada, as indenture trustee;

(b) the Warehouse Junior Subordinated Series 2017-1 Supplemental Indenture (the "**Junior Subordinated Warehouse Supplemental Indenture**") made as of December 21, 2017 between the undersigned signatories to this Special Principal Payment Date Agreement;

(c) an expected issuance on or about February 9, 2018 of Junior Subordinated Notes bearing the full designation "3.957% Junior Subordinated Notes due May 15, 2033, Series 2018-1" pursuant to a new Supplemental Indenture to be entered into (the "**Expected Term Issuance**").

Terms with initial capital letters in this Special Principal Payment Date Agreement have the meanings given to them in, or for the purposes of, the Senior Warehouse Supplemental Indenture and the Trust Indenture.

The undersigned hereby agree as follows:

1. Notwithstanding the terms of the Junior Subordinated Warehouse Supplemental Indenture, the date of issuance of the Junior Subordinated Notes pursuant to the Expected Term Issuance (the "**Special Principal Payment Date**") will be a Principal Payment Date and a Decrease Date as such terms are defined under, and for the purposes of, the Junior Subordinated Warehouse Supplemental Indenture.

2. Each of the Principal Payment Amount and the Decrease Amount for such Special Principal Payment Date shall be $98,040,000.

3. Proceeds of the Expected Term Issuance will be applied pursuant to the provisions of the Trust Indenture and the Junior Subordinated Warehouse Supplemental Indenture to the payment of the Principal Payment Amount.

4. For greater certainty, it is acknowledged that the Special Principal Payment Date will not be an Interest Payment Date under the Junior Subordinated Warehouse Supplemental Indenture and that accrued interest in respect of the principal amount of the Series 2017-1 Junior Subordinated Notes repaid on the Special Principal Payment Date will be paid on the next Payment Date.

5. Notwithstanding Section 3.4 of the Junior Subordinated Warehouse Supplemental Indenture, the Decrease Notice in respect of the Decrease occurring on the Special Principal Payment Date may be delivered no later than the second Business Day prior to the Special Principal Payment Date.

6. This Special Principal Payment Date Agreement applies only to the proceeds of the Expected Term Issuance and shall not be relied upon to complete any other repayment of principal of Series 2017-1 Junior Subordinated Notes. If the Special Principal Payment Date has not occurred by February 28, 2018 this Special Principal Payment Date Agreement shall cease of be of any force and effect.

7. Except as modified hereby, the provisions of the Junior Subordinated Warehouse Supplemental Indenture remain in full force and effect unamended.

8. Ontario Power Generation Inc. acknowledges and consents to the foregoing and directs the Indenture Trustee to enter into this Special Principal Payment Date Agreement.

[Signature Page Follows]

DATED this 7th day of February, 2018.

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of **FAIR HYDRO TRUST**, as Issuer

By: **ONTARIO POWER GENERATION INC.**, not in its individual capacity but solely as Manager

By: _____
Name: Ken Hartwick
Title: Chief Financial Officer and Senior Vice President

By: _____
Name: John Lee
Title: Vice President – Treasurer

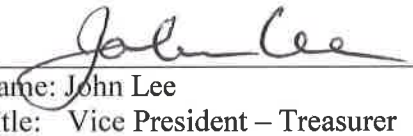
BNY TRUST COMPANY OF CANADA, as
Indenture Trustee

By: _____
Name: Ahmad Adam
Title: Vice-President

ONTARIO POWER GENERATION INC.

By:

Name: Ken Hartwick
Title: Chief Financial Officer and
Senior Vice President

By: 

Name: John Lee
Title: Vice President – Treasurer

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: XXXXXXX

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Minister**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") create certain assets related to the deferral of electricity charges (the "Assets"), which Assets will be acquired from the Independent Electricity System Operator ("IESO") by the Fair Hydro Trust, a special purpose financing entity established by OPG to implement the FHP

3. The Fair Hydro Trust will acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Minister has agreed to fund up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the Fair Hydro Trust's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Minister will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed by the Minister.

Commented [RT1]: Will the Class A Shares be book-based and issued by OPG's fiscal agent, Computershare, or are the shares physical and issued directly by OPG? Where will the shares be delivered – the Province's custodian, currently CIBC Mellon, or the OFA (if the shares are physical).Will the OFA hold the shares in a Provincial account at our custodian or in the OFA's vault if in physical format?

8. The Minister is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose ("Appropriated Amount") for the fiscal year in which the payment is made;

9. The Minister has advised the OFA that the Minister is required to make the Subscription Payments within [*] business days of the receipt by the Minister of the Share Subscription (the "Share Subscription Payment Date")

10. The Minister considers it advisable for the OFA to make the Subscription Payments on behalf of the Minister and the OFA has agreed to make the Subscription Payments on behalf of the Minister;

11. The Minister and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

.

Therefore:

The Minister and the OFA agree as follows:

1. Payment Authorization

(i) The Minister authorizes the OFA to make the Subscription Payments on behalf of the Minister and the OFA agrees to make the Payments on behalf of the Minister.

(ii) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is obtained, and shall provide the OFA with a copy of such certificate.

(iii) It is agreed by the Minister and the OFA that the OFA is acting as an agent, on behalf of the Minister, for the purposes of

i. Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Minister in respect of the Fair Hydro Plan, and

ii. Making the required Subscription Payments on behalf of the Minister as further described in this MOU.

2. Payment Process

a) The Minister will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the Minister receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Minister will deliver to the OFA a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]** - at least three business days before the Share Subscription Payment Date. Upon receipt of the executed and approved Share Subscription the OFA will make the Subscription Payment on behalf of the Minister, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Minister if the Minister has not delivered to the OFA an executed and approved Share Subscription as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Minist~~e~~ry of Energy ~~-~~account immediately upon the completion of the Subscription Payment or shortly thereafter.

Commented [RT2]: Usually when the OFA makes a payment for a ministry, we book a debit entry to an Accounts Receivable Miscellaneous and the appropriate Ministry books a corresponding credit entry.

3. Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Minister's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the Minister.

4. Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

Commented [KK3]: I am just a little concerned by this, if we make a payment and there's insufficient appropriations there is a really significant issue. Hence we need to incorporate some control mechanism that ensures along with the Share subscription delivered to us there's some kind of assurance by MOE that sufficient funds exist within the relevant appropriation to cover the upcoming payment.

5. Review and Termination

a) The Minister and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Minister to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and

approved Share Subscriptions delivered by the Minister to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6. No Service Charges

The OFA will not charge the Minister for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7. Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

c) As of the date of this MOU the Minister's contact person is:

Tel:
email:

d) Either party may designate a different member of its staff as its contact person by providing notice to the other party in accordance with section 7.

8. Notice

a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

b) In the case of the OFA, the addresses for notice are:

Hand Delivery:
Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Minister, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9. Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

(a) in the case of a payment for the supply of goods or the rendering of services after the goods are delivered or the services are rendered, that the goods have been supplied or the services have been rendered and that,

(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

Persons authorized to certify payments

(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.
2. The Speaker of the Assembly.
3. The Auditor General.
4. The Chief Electoral Officer.
5. A person authorized by the Management Board of Cabinet.
6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: XXXXXXX

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Minister**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") create certain assets related to the deferral of electricity charges (the "Assets"), which Assets will be acquired from the Independent Electricity System Operator ("IESO") by the Fair Hydro Trust, a special purpose financing entity established by OPG to implement the FHP

3. The Fair Hydro Trust will acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Minister has agreed to fund up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the Fair Hydro Trust's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Minister will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed by the Minister.

Commented [JK1]: Could there be an alternate signatory?

Commented [RT2]: Will the Class A Shares be book-based and issued by OPG's fiscal agent, Computershare, or are the shares physical and issued directly by OPG? Where will the shares be delivered – the Province's custodian, currently CIBC Mellon, or the OFA (if the shares are physical).Will the OFA hold the shares in a Provincial account at our custodian or in the OFA's vault if in physical format?

8. The Minister is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose ("Appropriated Amount") for the fiscal year in which the payment is made;

9. The Minister has advised the OFA that the Minister is required to make the Subscription Payments within [*] business days of the receipt by the Minister of the Share Subscription (the "Share Subscription Payment Date")

10. The Minister considers it advisable for the OFA to make the Subscription Payments on behalf of the Minister and the OFA has agreed to make the Subscription Payments on behalf of the Minister;

11. The Minister and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

.

Therefore:

The Minister and the OFA agree as follows:

1. Payment Authorization

(i) The Minister authorizes the OFA to make the Subscription Payments on behalf of the Minister and the OFA agrees to make the Payments on behalf of the Minister.

(ii) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is obtained, and shall provide the OFA with a copy of such certificate.

(iii) It is agreed by the Minister and the OFA that the OFA is acting as an agent, on behalf of the Minister, for the purposes of

i. Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Minister in respect of the Fair Hydro Plan, and

ii. Making the required Subscription Payments on behalf of the Minister as further described in this MOU.

2. Payment Process

a) The Minister will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the Minister receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Minister will deliver to the OFA a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]** - at least three business days before the Share Subscription Payment Date. Upon receipt of the executed and approved Share Subscription the OFA will make the Subscription Payment on behalf of the Minister, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Minister if the Minister has not delivered to the OFA an executed and approved Share Subscription as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Minist~~er~~ry of Energy ~~-~~account immediately upon the completion of the Subscription Payment or shortly thereafter.

Commented [RT3]: Usually when the OFA makes a payment for a ministry, we book a debit entry to an Accounts Receivable Miscellaneous and the appropriate Ministry books a corresponding credit entry.

3. Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Minister's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the Minister.

4. Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

Commented [KK4]: I am just a little concerned by this, if we make a payment and there's insufficient appropriations there is a really significant issue. Hence we need to incorporate some control mechanism that ensures along with the Share subscription delivered to us there's some kind of assurance by MOE that sufficient funds exist within the relevant appropriation to cover the upcoming payment.

Commented [JK5R4]: Share subscription would be handled by Energy was my working assumption. And to have them provide the control (i.e. own the control responsibility).

5. Review and Termination

a) The Minister and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Minister to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and

approved Share Subscriptions delivered by the Minister to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6. No Service Charges

The OFA will not charge the Minister for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7. Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

c) As of the date of this MOU the Minister's contact person is:

Tel:
email:

d) Either party may designate a different member of its staff as its contact person by providing notice to the other party in accordance with section 7.

8. Notice

a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

b) In the case of the OFA, the addresses for notice are:

Hand Delivery:
Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Minister, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9. Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

(a) in the case of a payment for the supply of goods or the rendering of services after the goods are delivered or the services are rendered, that the goods have been supplied or the services have been rendered and that,

(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

Persons authorized to certify payments

(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.
2. The Speaker of the Assembly.
3. The Auditor General.
4. The Chief Electoral Officer.
5. A person authorized by the Management Board of Cabinet.
6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: **XXXXXXX**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Minister**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for IESO to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may~~will~~ be acquired from the Independent Electricity System Operator ("IESO") by one or more~~the Fair Hydro Trust, a~~ special purpose financing entities~~y~~, under the Act (the "Financing Entity"), established by OPG to implement the FHP, which is expected to include a Fair Hydro Trust.

3. An OPG Financing Entity~~The Fair Hydro Trust~~ ~~will~~is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Minister has agreed to ~~fund~~provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding an OPG Financing Entity's~~the Fair Hydro Trust's~~ subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Minister will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry of Energy (the "Ministry") a share subscription form (the "Share Subscription") setting out the amount of equity injection

Commented [RK1]: Should this be written more generally, to reflect the flexibility in the Act? Or, is the preference to do a new MOU for each OPG financing entity? If so, why?

Commented [GH2]: Ministry of Energy or the Minister?

required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed to by the Minister.

8. The Minister is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose ("Appropriated Amount") for the fiscal year in which the payment is made.~~;~~

9. The Minister has advised the OFA that the Minister is required to make the Subscription Payments within [*] business days of the receipt by the Minister of the Share Subscription (the "Share Subscription Payment Date").

10. The Minister considers it advisable for the OFA to make the Subscription Payments on behalf of the Minister and the OFA has agreed to make the Subscription Payments on behalf of the Minister.~~;~~

11. The Minister and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Minister and the OFA agree as follows:

1. Payment Authorization

(i) The Minister authorizes the OFA to make the Subscription Payments on behalf of the Minister and the OFA agrees to make the Payments on behalf of the Minister.

(ii) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is obtained, and shall provide the OFA with a copy of such certificate.

(iii) It is agreed by the Minister and the OFA that the OFA is acting as an agent, on behalf of the Minister, for the purposes of

i. Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Minister in respect of the Fair Hydro Plan, and

ii. Making the required Subscription Payments on behalf of the Minister as further described in this MOU.

Commented [RT3]: Will the Class A Shares be book-based and issued by OPG's fiscal agent, Computershare, or are the shares physical and issued directly by OPG? Where will the shares be delivered – the Province's custodian, currently CIBC Mellon, or the OFA (if the shares are physical).Will the OFA hold the shares in a Provincial account at our custodian or in the OFA's vault if in physical format?

Commented [RK4]: Is a timeframe to be specified?

2. Payment Process

a) The Minister will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the Minister receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Minister will deliver to the OFA a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]** - at least three business days before the Share Subscription Payment Date. Upon receipt of the executed and approved Share Subscription, the OFA will make the Subscription Payment on behalf of the Minister, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Minister if the Minister has not delivered to the OFA an executed and approved Share Subscription as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministerry of Energy account immediately upon the completion of the Subscription Payment or shortly thereafter.

3. Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Minister's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the Minister.

4. Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5. Review and Termination

a) The Minister and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

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Commented [RT5]: Usually when the OFA makes a payment for a ministry, we book a debit entry to an Accounts Receivable Miscellaneous and the appropriate Ministry books a corresponding credit entry.

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Commented [RK7]: Should the MOU specify the Ministry's record keeping obligations under the MOU, or does it rely on normal record keeping requirements for the OPS?

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c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Minister to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Minister to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6. No Service Charges

The OFA will not charge the Minister for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7. Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

c) As of the date of this MOU the Minister's contact person is:

Tel:
email:

d) Either party may designate a different member of its staff as its contact person by providing notice to the other party in accordance with section 7.

8. Notice

a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

b) In the case of the OFA, the addresses for notice are:
Hand Delivery:
Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Minister, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9. Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

(a) in the case of a payment for the supply of goods or the rendering of services after the goods are delivered or the services are rendered, that the goods have been supplied or the services have been rendered and that,

(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

Persons authorized to certify payments

(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.
2. The Speaker of the Assembly.
3. The Auditor General.
4. The Chief Electoral Officer.
5. A person authorized by the Management Board of Cabinet.
6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: XXXXXXX

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Minister**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") create certain assets related to the deferral of electricity charges (the "Assets"), which Assets will be acquired from the Independent Electricity System Operator ("IESO") by the Fair Hydro Trust, a special purpose financing entity established by OPG to implement the FHP

3. The Fair Hydro Trust will acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Minister has agreed to fund up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the Fair Hydro Trust's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Minister will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed by the Minister.

Commented [GH1]: Ministry of Energy or the Minister?

Commented [RT2]: Will the Class A Shares be book-based and issued by OPG's fiscal agent, Computershare, or are the shares physical and issued directly by OPG? Where will the shares be delivered – the Province's custodian, currently CIBC Mellon, or the OFA (if the shares are physical).Will the OFA hold the shares in a Provincial account at our custodian or in the OFA's vault if in physical format?

8. The Minister is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose ("Appropriated Amount") for the fiscal year in which the payment is made;

9. The Minister has advised the OFA that the Minister is required to make the Subscription Payments within [*] business days of the receipt by the Minister of the Share Subscription (the "Share Subscription Payment Date")

10. The Minister considers it advisable for the OFA to make the Subscription Payments on behalf of the Minister and the OFA has agreed to make the Subscription Payments on behalf of the Minister;

11. The Minister and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Minister and the OFA agree as follows:

1. Payment Authorization

(i) The Minister authorizes the OFA to make the Subscription Payments on behalf of the Minister and the OFA agrees to make the Payments on behalf of the Minister.

(ii) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is obtained, and shall provide the OFA with a copy of such certificate.

(iii) It is agreed by the Minister and the OFA that the OFA is acting as an agent, on behalf of the Minister, for the purposes of

i. Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Minister in respect of the Fair Hydro Plan, and

ii. Making the required Subscription Payments on behalf of the Minister as further described in this MOU.

2. Payment Process

a) The Minister will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the Minister receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Minister will deliver to the OFA a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]** - at least three business days before the Share Subscription Payment Date. Upon receipt of the executed and approved Share Subscription the OFA will make the Subscription Payment on behalf of the Minister, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Minister if the Minister has not delivered to the OFA an executed and approved Share Subscription as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Minist~~er~~ry of Energy ~~-~~account immediately upon the completion of the Subscription Payment or shortly thereafter.

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3. Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Minister's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

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5. Review and Termination

a) The Minister and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Minister to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and

approved Share Subscriptions delivered by the Minister to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6. No Service Charges

The OFA will not charge the Minister for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7. Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
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should also be sent to:

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a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

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Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Minister, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9. Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

(a) in the case of a payment for the supply of goods or the rendering of services after the goods are delivered or the services are rendered, that the goods have been supplied or the services have been rendered and that,

(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

Persons authorized to certify payments

(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.
2. The Speaker of the Assembly.
3. The Auditor General.
4. The Chief Electoral Officer.
5. A person authorized by the Management Board of Cabinet.
6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: **XXXXXXX**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Minister**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for IESO to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets maywill be acquired from the Independent Electricity System Operator ("IESO") by one or morethe Fair Hydro Trust, a special purpose financing entitiesy, under the Act (the "Financing Entity"), established by OPG to implement the FHP(each an "OPG Financing Entity"), which isare expected to include a Fair Hydro Trust.

3. An OPG Financing EntityThe Fair Hydro Trust willis expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Minister has agreed to fundprovide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding an OPG Financing Entity'sthe Fair Hydro Trust's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Minister will subscribe for Class A Shares monthly.

Commented [RK1]: Should this be written more generally, to reflect the flexibility in the Act? Or, is the preference to do a new MOU for each OPG financing entity? If so, why?

KGR: The changes are fine. The first draft was taken from the draft Master Subscription Agreement

7. Each month OPG will deliver to the ~~Ministry of Energy (the "Ministry")~~Minister a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed ~~to~~for by the Minister.

8. The Minister is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose ~~("Appropriated Amount")~~ for the fiscal year in which the payment is made ("Appropriated Amount"). ~~;~~

9. The Minister has advised the OFA that the Minister is required to make the Subscription Payments within [*] business days of the receipt by the Minister of the Share Subscription (the "Share Subscription Payment Date").

10. The Minister considers it advisable for the OFA to make the Subscription Payments on behalf of the Minister and the OFA has agreed to make the Subscription Payments on behalf of the Minister. ~~;~~

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Therefore:

The Minister and the OFA agree as follows:

1. Payment Authorization

(i) The Minister authorizes the OFA to make the Subscription Payments on behalf of the Minister and the OFA agrees to make the Payments on behalf of the Minister.

(ii) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is obtained, and shall provide the OFA with a copy of such certificate within **[*]** days after the Subscription Payment is made.

(iii) It is agreed by the Minister and the OFA that the OFA is acting as an agent, on behalf of the Minister, for the purposes of

i. Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Minister in respect of the Fair Hydro Plan, and

ii. Making the required Subscription Payments on behalf of the Minister as further described in this MOU.

Commented [GH2]: Ministry of Energy or the Minister?

KGR: The defined term for Ministry of Energy in this agreement is Minister

Commented [RK3]: Is a timeframe to be specified?

KGR: a placeholder for the time to deliver the certificate has been added

2. Payment Process

a) The Minister will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the Minister receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Minister will deliver to the OFA a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]** - at least three business days before the Share Subscription Payment Date. The approval for payment shall include confirmation that there is a sufficient Appropriated Amount from which to make the Subscription Payment. Upon receipt of the executed and approved Share Subscription, the OFA will make the Subscription Payment on behalf of the Minister, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Minister if the Minister has not delivered to the OFA an executed and approved Share Subscription as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined ~~Ministerry of Energy~~Minister account immediately upon the completion of the Subscription Payment or shortly thereafter.

3. Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Minister's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the Minister.

4. Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5. Review and Termination

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Commented [KR4]: In this agreement the defined term for Ministry of Energy is "Minister".

Commented [RK5]: Why seven?

KGR: This is the term commonly adopted in OFA MOUs

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KGR: Since the OFA is providing the service under this MOU the concern is with OFA record maintenance.

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KGR: a requirement for MoE to confirm that there are sufficient appropriated amounts for each payment has been added.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Minister to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Minister to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

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Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Minister, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9. Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

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(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

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(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.
2. The Speaker of the Assembly.
3. The Auditor General.
4. The Chief Electoral Officer.
5. A person authorized by the Management Board of Cabinet.
6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: **XXXXXXX**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Minister**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for IESO to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the Independent Electricity System Operator ("IESO") by one or more special purpose financing entities, under the Act established by OPG to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Minister has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding an OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Minister will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Minister a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Minister.

8. The Minister is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made ("Appropriated Amount").

9. The Minister has advised the OFA that the Minister is required to make the Subscription Payments within [*] business days of the receipt by the Minister of the Share Subscription (the "Share Subscription Payment Date").

10. The Minister considers it advisable for the OFA to make the Subscription Payments on behalf of the Minister and the OFA has agreed to make the Subscription Payments on behalf of the Minister.

11. The Minister and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Minister and the OFA agree as follows:

1. Payment Authorization

(i) The Minister authorizes the OFA to make the Subscription Payments on behalf of the Minister and the OFA agrees to make the Payments on behalf of the Minister.

(ii) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is obtained, and shall provide the OFA with a copy of such certificate within **[*]** days after the Subscription Payment is made.

(iii) It is agreed by the Minister and the OFA that the OFA is acting as an agent, on behalf of the Minister, for the purposes of

i. Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Minister in respect of the Fair Hydro Plan, and

ii. Making the required Subscription Payments on behalf of the Minister as further described in this MOU.

2. Payment Process

a) The Minister will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the Minister receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Minister will deliver to the OFA a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]** - at least three business days before the Share Subscription Payment Date. The approval for payment shall include confirmation that there is a sufficient Appropriated Amount from which to make the Subscription Payment. Upon receipt of the executed and approved Share Subscription, the OFA will make the Subscription Payment on behalf of the Minister, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Minister if the Minister has not delivered to the OFA an executed and approved Share Subscription as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Minister account immediately upon the completion of the Subscription Payment or shortly thereafter.

3. Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Minister's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the Minister.

4. Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5. Review and Termination

a) The Minister and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Minister to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Minister to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6. No Service Charges

The OFA will not charge the Minister for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7. Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

c) As of the date of this MOU the Minister's contact person is:

Tel:
email:

d) Either party may designate a different member of its staff as its contact person by providing notice to the other party in accordance with section 7.

8. Notice

a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

b) In the case of the OFA, the addresses for notice are:
Hand Delivery:
Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Minister, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9. Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

(a) in the case of a payment for the supply of goods or the rendering of services after the goods are delivered or the services are rendered, that the goods have been supplied or the services have been rendered and that,

(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

Persons authorized to certify payments

(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.
2. The Speaker of the Assembly.
3. The Auditor General.
4. The Chief Electoral Officer.
5. A person authorized by the Management Board of Cabinet.
6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: **XXXXXXX**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the ~~Independent Electricity System Operator ("~~IESO~~")~~ by one or more special purpose financing entities, under the Act established by ~~the~~ Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the~~an~~ OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

Commented [TS(1]: The Master Share Subscription agreement doesn't specify that the equity injections would go to fund "subordinated debt." I understand there is another agreement between OFA and OPG on this issue. Do we need to be specific here?

Commented [KR2]: This recital does not specifically reference the MSA. The fact that there is an agreement separate from the MSA for this obligation does not affect the recital.

7. Each month OPG will deliver to the Ministry a share subscription form (the “Share Subscription”) setting out the amount of equity injection required (the “Subscription Payment”) and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (“Appropriated Amount”).

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within [*] business days of the receipt by the Ministry of the Share Subscription (the “Share Subscription Payment Date”).

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding (“MOU”) to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) t~~T~~ransacting with the Ontario Shared Services “IFIS” system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) m~~M~~aking the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible ~~good quality~~ unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic ~~good quality~~ copy of each Share Subscription executed and approved for payment by the Minister Energy or a delegate ~~Energy~~ **~~[insert appropriate MoE official]~~**, and
   b. a clear and legible electronic copy of a certificate (the "Certificate" ~~confirming~~) confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment. ~~(the "Certificate").~~ The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments is attached as Schedule B to this MOU.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the ~~any~~ termination of this~~he~~ MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription Payments will be performed by the Ministry.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this

Commented [TS(3]: I believe this is defining the certificate in this section, and not the subscription payment.

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Commented [Kamala4]: Transactions recorded through inter-ministry journals are not captured for Public Accounts Volume 3 reporting.
Please note that these subscription payments will be recorded in Energy books through OFA's inter-ministry journals.

MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

~~c)~~ As of the date of this MOU the Ministry's contact person~~s~~ are~~is~~:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
email: ~~-~~shruti.talwar@ontario.ca

Name: Pratima Gounden
Title: Manager (A), Business Planning and Fiscal Management
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (647) 289-4932
email: pratima.gounden@ontario.ca

~~d)~~c) Either party may designate a different member of its staff as its contact person by providing thirty (30) ~~-notice~~days notice ~~-~~to the other party in accordance with section 7.

8) Notice

a) ~~Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.~~Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

~~a)~~

~~b)~~ In the case of the OFA~~:, the addresses for notice are:~~
~~Hand Delivery:~~
b) Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Ministry~~:, the addresses for notice are:~~
~~Hand Delivery:~~
Ministry of Energy

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
email: shruti.talwar@ontario.ca

Commented [SK(5]: Include the following:

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Title:
Address:

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Commented [SK(6]: I'm assuming the contact person under section 7 will be the same contact person set out here.

Commented [TS(7R6]: To be confirmed with Corporate/OFA

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Name: Pratima Gounden
Title: Manager (A), Business Planning and Fiscal Management
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (647) 289-4932
email: pratima.gounden@ontario.ca

~~XXXX~~
~~XXXX~~
~~XXXX~~

~~**Conflict between MOU and Master Share Subscription Agreement**~~

~~In the event of a conflict between the terms and conditions of this MOU and the terms and conditions of the Master Share Subscription Agreement between the Ministry and OPG dated November XX, 2017 (the "Master Share Subscription Agreement"), such conflict shall be resolved in favor of the terms and conditions of the Master Share Subscription Agreement.~~

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

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SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of ~~OPG~~Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**.

The Share Subscription Form requests payment by the Ministry to OPG ~~of~~ in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

~~[Energy/OPG to provide the updated OPG's wire transfer information here.]~~

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Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: XXXXXXX

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the ~~Independent Electricity System Operator ("~~IESO~~")~~ by one or more special purpose financing entities, under the Act established by the Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the~~an~~ OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

Commented [TS(1]: The Master Share Subscription agreement doesn't specify that the equity injections would go to fund "subordinated debt." I understand there is another agreement between OFA and OPG on this issue. Do we need to be specific here?

7. Each month OPG will deliver to the Ministry a share subscription form (the “Share Subscription”) setting out the amount of equity injection required (the “Subscription Payment”) and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (“Appropriated Amount”).

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within [*] business days of the receipt by the Ministry of the Share Subscription (the “Share Subscription Payment Date”).

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding (“MOU”) to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) t~~T~~ransacting with the Ontario Shared Services “IFIS” system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) m~~M~~aking the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible ~~good quality~~ unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic ~~good quality~~ copy of each Share Subscription executed and approved for payment by Minister or a delegate ~~Energy~~ **~~[insert appropriate MoE official]~~**, and
b. a clear and legible electronic copy of a certificate (the "Certificate" ~~confirming~~) confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment. ~~(the "Certificate").~~ The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the ~~any~~ termination of this~~he~~ MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription Payments will be performed by the Ministry.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the

Commented [TS(2]: I believe this is defining the certificate in this section, and not the subscription payment.

Commented [Kamala3]: Transactions recorded through inter-ministry journals are not captured for Public Accounts Volume 3 reporting.
Please note that these subscription payments will be recorded in Energy books through OFA's inter-ministry journals.

Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

Commented [SK(4]: Include the following:

Name:
Title:
Address:

~~c)~~ As of the date of this MOU the Ministry's contact persons are~~is~~:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
email: ~~-~~shruti.talwar@ontario.ca

Name: Pratima Gounden
Title: Manager (A), Business Planning and Fiscal Management
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (647) 289-4932
email: pratima.gounden@ontario.ca

~~d)~~c) Either party may designate a different member of its staff as its contact person by providing thirty (30) ~~-notice~~days notice ~~-~~to the other party in accordance with section 7.

8) Notice

a) ~~Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.~~Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

~~a)~~

~~b)~~ In the case of the OFA:~~, the addresses for notice are:~~
~~Hand Delivery:~~
b) Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Ministry:~~, the addresses for notice are:~~
~~Hand Delivery:~~
Ministry of Energy

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
email: shruti.talwar@ontario.ca

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Commented [SK(5]: I'm assuming the contact person under section 7 will be the same contact person set out here.
Commented [TS(6R5]: To be confirmed with Corporate/OFA
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Name: Pratima Gounden
Title: Manager (A), Business Planning and Fiscal Management
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (647) 289-4932
email: pratima.gounden@ontario.ca
~~XXXX~~
~~XXXX~~
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9) Conflict between MOU and Master Share Subscription Agreement

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In the event of a conflict between the terms and conditions of this MOU and the terms and conditions of the Master Share Subscription Agreement between the Ministry and OPG dated November XX, 2017 (the "Master Share Subscription Agreement"), such conflict shall be resolved in favor of the terms and conditions of the Master Share Subscription Agreement.

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~~9)~~10) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of ~~OPG~~Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**.

The Share Subscription Form requests payment by the Ministry to OPG ~~of~~ in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

~~[Energy/OPG to provide the updated OPG's wire transfer information here.]~~

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Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: **XXXXXXX**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the ~~Independent Electricity System Operator ("~~IESO~~")~~ by one or more special purpose financing entities, under the Act established by ~~the~~ Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the~~an~~ OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

Commented [TS(1]: The Master Share Subscription agreement doesn't specify that the equity injections would go to fund "subordinated debt." I understand there is another agreement between OFA and OPG on this issue. Do we need to be specific here?

Commented [KR2]: This recital does not specifically reference the MSA. The fact that there is an agreement separate from the MSA for this obligation does not affect the recital.

7. Each month OPG will deliver to the Ministry a share subscription form (the “Share Subscription”) setting out the amount of equity injection required (the “Subscription Payment”) and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (“Appropriated Amount”).

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within [*] business days of the receipt by the Ministry of the Share Subscription (the “Share Subscription Payment Date”).

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding (“MOU”) to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) t~~T~~ransacting with the Ontario Shared Services “IFIS” system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) m~~M~~aking the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible ~~good quality~~ unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic ~~good quality~~ copy of each Share Subscription executed and approved for payment by the Minister of Energy or a delegate ~~Energy~~ **~~[insert appropriate MoE official]~~**, and
   b. a clear and legible electronic copy of a certificate (the "Certificate" ~~confirming~~) confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment. ~~(the "Certificate").~~ The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments is attached as Schedule B to this MOU.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the ~~any~~ termination of this~~he~~ MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription Payments will be performed by the Ministry.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this

Commented [TS(3]: I believe this is defining the certificate in this section, and not the subscription payment.

Commented [Kamala4]: Transactions recorded through inter-ministry journals are not captured for Public Accounts Volume 3 reporting.
Please note that these subscription payments will be recorded in Energy books through OFA's inter-ministry journals.

MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name:
Title:
Address:
Tel:
Eemail:

Name:
Title:

Address:
Tel:
~~Ee~~mail:

should also be sent to:

Name:
Title:
Address:
Tel:
~~Ee~~mail: ~~& email:~~

As of the date of this MOU the Ministry's contact persons are~~is~~:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
email: ~~-~~shruti.talwar@ontario.ca

Name: Pratima Gounden
Title: Manager (A), Business Planning and Fiscal Management
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (647) 289-4932
email: pratima.gounden@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) ~~notice~~days notice ~~-~~to the other party in accordance with section 7.

8) Notice

a) ~~Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.~~Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

~~a)~~
~~b)~~
~~c)~~ In the case of the OFA~~:, the addresses for notice are:~~
~~d) Hand Delivery:~~
~~e)~~b) Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer

Commented [SK(5]: Include the following:

Name:
Title:
Address:

Commented [GH6R5]: Will add.

email: Ken.Kandeepan@ofina.on.ca

~~f~~c) In the case of the Ministry:~~, the addresses for notice are:~~

~~Hand Delivery:~~

Ministry of Energy

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
email: shruti.talwar@ontario.ca

Name: Pratima Gounden
Title: Manager (A), Business Planning and Fiscal Management
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (647) 289-4932
email: pratima.gounden@ontario.ca

~~XXXX~~
~~XXXX~~
~~XXXX~~

Commented [SK(7]: I'm assuming the contact person under section 7 will be the same contact person set out here.

Commented [TS(8R7]: To be confirmed with Corporate/OFA

~~**Conflict between MOU and Master Share Subscription Agreement**~~

~~In the event of a conflict between the terms and conditions of this MOU and the terms and conditions of the Master Share Subscription Agreement between the Ministry and OPG dated November XX, 2017 (the "Master Share Subscription Agreement"), such conflict shall be resolved in favor of the terms and conditions of the Master Share Subscription Agreement.~~

Commented [KR9]: My view is that the OFA can not agree to be bound by the terms of the Master Subscription Agreement to which it is not a party. The OFA must have certainty about its responsibilities. The MOU must set out the OFA's specific responsibilities. Any possible conflicts between the MOU and the MSA should be resolved before the MOU is executed. If issues arise in future it will be necessary to address them at that time.

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of ~~OPG~~Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**.

The Share Subscription Form requests payment by the Ministry to OPG ~~of~~ in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

~~[Energy/OPG to provide the updated OPG's wire transfer information here.]~~

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: **XXXXXXX**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the ~~Independent Electricity System Operator ("~~IESO~~")~~ by one or more special purpose financing entities, under the Act established by ~~the~~ Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the~~an~~ OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

Commented [TS(1]: The Master Share Subscription agreement doesn't specify that the equity injections would go to fund "subordinated debt." I understand there is another agreement between OFA and OPG on this issue. Do we need to be specific here?

Commented [KR2]: This recital does not specifically reference the MSA. The fact that there is an agreement separate from the MSA for this obligation does not affect the recital.

7. Each month OPG will deliver to the Ministry a share subscription form (the “Share Subscription”) setting out the amount of equity injection required (the “Subscription Payment”) and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (“Appropriated Amount”).

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within [*] business days of the receipt by the Ministry of the Share Subscription (the “Share Subscription Payment Date”).

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding (“MOU”) to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) t~~T~~ransacting with the Ontario Shared Services “IFIS” system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) m~~M~~aking the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible ~~good quality~~ unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic ~~good quality~~ copy of each Share Subscription executed and approved for payment by the Minister of Energy or a delegate ~~Energy~~ **~~[insert appropriate MoE official]~~**, and
   b. a clear and legible electronic copy of a certificate (the "Certificate" ~~confirming~~) confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment. ~~(the "Certificate").~~ The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments is attached as Schedule B to this MOU.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the ~~any~~ termination of this~~he~~ MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription Payments will be performed by the Ministry.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this

Commented [TS(3]: I believe this is defining the certificate in this section, and not the subscription payment.

Commented [Kamala4]: Transactions recorded through inter-ministry journals are not captured for Public Accounts Volume 3 reporting.
Please note that these subscription payments will be recorded in Energy books through OFA's inter-ministry journals.

MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name:
Title:
Address:
Tel:
Eemail:

Name:
Title:

Address:
Tel:
~~————————~~Eemail:

should also be sent to:

Name:
Title:
Address:
Tel:
~~————————~~Eemail: ~~————& email:~~

As of the date of this MOU the Ministry's contact persons areis:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
email: shruti.talwar@ontario.ca

Name: ~~Pratima Gounden~~Asokan Sadasivan
Title: ~~Manager (A), Business Planning and Fiscal Management~~Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649 ~~647) 289-4932~~
email: asokan.sadasivan@ontario.ca~~pratima.gounden@ontario.ca~~

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) ~~notice~~days notice to the other party in accordance with section 7.

8) Notice

a) ~~Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.~~Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

~~a)~~
~~b)~~
~~c)~~ In the case of the OFA:, ~~the addresses for notice are:~~
~~d) Hand Delivery:~~
~~e)~~b) Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer

Commented [SK(5]: Include the following:

Name:
Title:
Address:

Commented [GH6R5]: Will add.

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Field Code Changed

Formatted: English (Canada)

Formatted: English (Canada)

Field Code Changed

email: Ken.Kandeepan@ofina.on.ca

~~f~~c) In the case of the Ministry:~~, the addresses for notice are:~~

~~Hand Delivery:~~

Ministry of Energy

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan~~Pratima Gounden~~
Title: Controller ~~Manager (A), Business Planning and Fiscal Management~~
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649~~(647) 289-4932~~
email: asokan.sadasivan@ontario.ca ~~pratima.gounden@ontario.ca~~

~~XXXX~~
~~XXXX~~
~~XXXX~~

~~Conflict between MOU and Master Share Subscription Agreement~~

~~In the event of a conflict between the terms and conditions of this MOU and the terms and conditions of the Master Share Subscription Agreement between the Ministry and OPG dated November XX, 2017 (the "Master Share Subscription Agreement"), such conflict shall be resolved in favor of the terms and conditions of the Master Share Subscription Agreement.~~

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

Commented [SK(7]: I'm assuming the contact person under section 7 will be the same contact person set out here.

Commented [TS(8R7]: To be confirmed with Corporate/OFA

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Commented [KR9]: My view is that the OFA can not agree to be bound by the terms of the Master Subscription Agreement to which it is not a party. The OFA must have certainty about its responsibilities. The MOU must set out the OFA's specific responsibilities. Any possible conflicts between the MOU and the MSA should be resolved before the MOU is executed. If issues arise in future it will be necessary to address them at that time.

name:

title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of ~~OPG~~Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**.

The Share Subscription Form requests payment by the Ministry to OPG ~~of~~ in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

~~[Energy/OPG to provide the updated OPG's wire transfer information here.]~~

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: XXXXXXX

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "~~Minister~~Ministry")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for IESO to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the Independent Electricity System Operator ("IESO") by one or more special purpose financing entities, under the Act established by OPG to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The ~~Minister~~Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding an OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The ~~Minister~~Ministry will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the ~~Minister~~Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the

"Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the ~~Minister~~Ministry.

8. The ~~Minister~~Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made ("Appropriated Amount").

9. The ~~Minister~~Ministry has advised the OFA that the ~~Minister~~Ministry is required to make the Subscription Payments within [*] business days of the receipt by the ~~Minister~~Ministry of the Share Subscription (the "Share Subscription Payment Date").

10. The ~~Minister~~Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the ~~Minister~~Ministry and the OFA has agreed to make the Subscription Payments on behalf of the ~~Minister~~Ministry.

11. The ~~Minister~~Ministry and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The ~~Minister~~Ministry and the OFA agree as follows:

1) Payment Authorization

a) The ~~Minister~~Ministry authorizes the OFA to make the Subscription Payments on behalf of the ~~Minister~~Ministry and the OFA agrees to make the Payments on behalf of the ~~Minister~~Ministry.

~~b) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is completed, and shall provide the OFA with a copy of such certificate within **[*]** days after the Subscription Payment is made to OPG.~~

~~c)~~b) It is agreed by the ~~Minister~~Ministry and the OFA that the OFA is acting as an agent, on behalf of the ~~Minister~~Ministry, for the purposes of

i) Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the ~~Minister~~Ministry in respect of the Fair Hydro Plan, and

ii) Making the required Subscription Payments on behalf of the ~~Minister~~Ministry as further described in this MOU.

2) Payment Process

a) The ~~Minister~~Ministry will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the ~~Minister~~Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The ~~Minister~~Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date:

a. a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]**, and

~~b)~~b. a certificate confirming that ~~at least three business days before the Share Subscription Payment Date. The approval for payment shall include confirmation that~~ there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment (the "Certificate"). The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the ~~Minister~~Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the ~~Minister~~Ministry if the ~~Minister~~Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined ~~Minister~~Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the ~~Minister~~Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the ~~Minister~~Ministry.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments;

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monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The ~~Minister~~Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the ~~Minister~~Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the ~~Minister~~Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the ~~Minister~~Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

c) As of the date of this MOU the ~~Minister~~Ministry's contact person is:

Tel:
email:

d) Either party may designate a different member of its staff as its contact person by providing notice to the other party in accordance with section 7.

8) Notice

a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

b) In the case of the OFA, the addresses for notice are:
Hand Delivery:
Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the ~~Minister~~Ministry, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

(a) in the case of a payment for the supply of goods or the rendering of services after the goods are delivered or the services are rendered, that the goods have been supplied or the services have been rendered and that,

(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

Persons authorized to certify payments

(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.

2. The Speaker of the Assembly.

3. The Auditor General.

4. The Chief Electoral Officer.

5. A person authorized by the Management Board of Cabinet.

6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of OPG

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Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**

The Share Subscription Form requests payment by the Ministry to OPG of the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

[Energy/OPG to provide the updated OPG's wire transfer information here.]

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Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: **XXXXXXX**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for IESO to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the Independent Electricity System Operator ("IESO") by one or more special purpose financing entities, under the Act established by OPG to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding an OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made ("Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within [*] business days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date").

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of

   i) Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) Making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date:

   a. a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]**, and
   b. a certificate confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment (the "Certificate"). The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the Ministry.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

c) As of the date of this MOU the Ministry's contact person is:

Tel:
email:

d) Either party may designate a different member of its staff as its contact person by providing notice to the other party in accordance with section 7.

8) Notice

a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

b) In the case of the OFA, the addresses for notice are:
Hand Delivery:
Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Ministry, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of OPG

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**

The Share Subscription Form requests payment by the Ministry to OPG of the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

[Energy/OPG to provide the updated OPG's wire transfer information here.]

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: ~~XXXXXXX~~November , 2017

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the ~~Independent Electricity System Operator ("~~IESO~~")~~ by one or more special purpose financing entities, under the Act established by ~~the~~ Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the~~an~~ OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made ("Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within [*] business days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date").

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) tTransacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) mMaking the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible ~~good quality~~ unapproved electronic copy of each Share Subscription, on the same day

the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic ~~good quality~~ copy of each Share Subscription executed and approved for payment by the Minister of Energy or a delegate Energy ~~**[insert appropriate MoE official]**~~, and
   b. a clear and legible electronic copy of a certificate (the "Certificate"~~ confirming~~) confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment~~ (the "Certificate").~~ The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments is attached as Schedule B to this MOU.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the ~~any~~ termination of this~~he~~ MOU.

~~d) The Public Accounts, Volume 3 reporting related to the Subscription Payments will be performed by the Ministry.~~

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

Commented [Kamala1]: Transactions recorded through inter-ministry journals are not captured for Public Accounts Volume 3 reporting.
Please note that these subscription payments will be recorded in Energy books through OFA's inter-ministry journals.

Commented [GH2R1]: Deleted.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: Gavin He
Title: Senior Financial and Economic Advisor
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 325-1580
Email: Gavin.He@ofina.on.ca

Sshould also be sent to:

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Eemail: John.Psinas@ofina.on.ca
& email:

As of the date of this MOU the Ministry's contact persons areis:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Eemail: shruti.talwar@ontario.ca

Name: Pratima GoundenAsokan Sadasivan
Title: Manager (A), Business Planning and Fiscal ManagementController
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902-2649 647) 289-4932
Eemail: asokan.sadasivan@ontario.capratima.gounden@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) noticedays notice to the other party in accordance with section 7.

8) Notice

a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

a)
b)
In the case of the OFA:,
c) the addresses for notice are:
d) Hand Delivery:
e) Ontario Financing Authority
f) Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: Gavin He
Title: Senior Financial and Economic Advisor
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 325-1580
Email: Gavin.He@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

In the case of the Ministry~~:, the addresses for notice are:~~
~~Hand Delivery:~~
~~Ministry of Energy~~

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
E~~e~~mail: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
~~Pratima Gounden~~
Title: Controller
~~Manager (A), Business Planning and Fiscal Management~~
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649~~(647) 289-4932~~
E~~e~~mail: asokan.sadasivan@ontario.ca ~~pratima.gounden@ontario.ca~~

~~XXXX~~
~~XXXX~~
~~XXXX~~

Commented [SK(3]: I'm assuming the contact person under section 7 will be the same contact person set out here.

Commented [TS(4R3]: To be confirmed with Corporate/OFA

~~**Conflict between MOU and Master Share Subscription Agreement**~~

~~In the event of a conflict between the terms and conditions of this MOU and the terms and conditions of the Master Share Subscription Agreement between the Ministry and OPG dated November XX, 2017 (the "Master Share Subscription Agreement"), such conflict shall be resolved in favor of the terms and conditions of the Master Share Subscription Agreement.~~

Commented [KR5]: My view is that the OFA can not agree to be bound by the terms of the Master Subscription Agreement to which it is not a party. The OFA must have certainty about its responsibilities. The MOU must set out the OFA's specific responsibilities. Any possible conflicts between the MOU and the MSA should be resolved before the MOU is executed. If issues arise in future it will be necessary to address them at that time.

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of ~~OPG~~Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**.

The Share Subscription Form requests payment by the Ministry to OPG ~~of~~ in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

~~[Energy/OPG to provide the updated OPG's wire transfer information here.]~~

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: ~~XXXXXXX~~November , 2017

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the ~~Independent Electricity System Operator ("~~IESO~~")~~ by one or more special purpose financing entities, under the Act established by ~~the~~ Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the~~an~~ OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made ("Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within [*] business days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date").

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) tTransacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) mMaking the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible ~~good quality~~ unapproved electronic copy of each Share Subscription, on the same day

the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic ~~good quality~~ copy of each Share Subscription executed and approved for payment by the Minister of Energy or a delegate Energy ~~**[insert appropriate MoE official]**~~, and
   b. a clear and legible electronic copy of a certificate (the "Certificate"~~ confirming~~) confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment~~ (the "Certificate").~~ The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments is attached as Schedule B to this MOU.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the ~~any~~ termination of this~~he~~ MOU.

~~d) The Public Accounts, Volume 3 reporting related to the Subscription Payments will be performed by the Ministry.~~

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

Commented [Kamala1]: Transactions recorded through inter-ministry journals are not captured for Public Accounts Volume 3 reporting.
Please note that these subscription payments will be recorded in Energy books through OFA's inter-ministry journals.

Commented [GH2R1]: Deleted.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Eemail: John.Kim@ofina.on.ca

~~Tel: email:~~

~~should also be sent to:~~

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Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
~~E~~email: John.Psinas@ofina.on.ca
~~& email:~~

As of the date of this MOU the Ministry's contact person~~s~~ are~~is~~:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
E~~e~~mail: shruti.talwar@ontario.ca

Name: ~~Pratima Gounden~~Asokan Sadasivan
Title: ~~Manager (A), Business Planning and Fiscal Management~~Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416)~~-416~~ 902-~~-~~2649 ~~647) 289-4932~~
E~~e~~mail: asokan.sadasivan@ontario.ca~~pratima.gounden@ontario.ca~~

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) ~~-notice~~days notice ~~-~~to the other party in accordance with section 7.

8) Notice

a) ~~Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.~~Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

~~a)~~
~~b)~~
In the case of the OFA:~~,~~
~~c) the addresses for notice are:~~
~~d) Hand Delivery:~~
~~e) Ontario Financing Authority~~
~~f) Suite 1400~~
~~1 Dundas St. W.~~
~~Attention: Ken Kandeepan, Chief Financial and Risk Officer~~
~~email: Ken.Kandeepan@ofina.on.ca~~
Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3

Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

In the case of the Ministry: ~~the addresses for notice are:~~
~~Hand Delivery:~~
~~Ministry of Energy~~

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Eemail: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
~~Pratima Gounden~~
Title: Controller
~~Manager (A), Business Planning and Fiscal Management~~
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649~~(647) 289-4932~~
~~E~~email: asokan.sadasivan@ontario.ca ~~pratima.gounden@ontario.ca~~
~~XXXX~~
~~XXXX~~
~~XXXX~~

~~Conflict between MOU and Master Share Subscription Agreement~~

~~In the event of a conflict between the terms and conditions of this MOU and the terms and conditions of the Master Share Subscription Agreement between the Ministry and OPG dated November XX, 2017 (the "Master Share Subscription Agreement"), such conflict shall be resolved in favor of the terms and conditions of the Master Share Subscription Agreement.~~

9) Execution

The parties have executed this MOU, effective as of the date first above written.

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Commented [SK(3]: I'm assuming the contact person under section 7 will be the same contact person set out here.

Commented [TS(4R3]: To be confirmed with Corporate/OFA

Commented [KR5]: My view is that the OFA can not agree to be bound by the terms of the Master Subscription Agreement to which it is not a party. The OFA must have certainty about its responsibilities. The MOU must set out the OFA's specific responsibilities. Any possible conflicts between the MOU and the MSA should be resolved before the MOU is executed. If issues arise in future it will be necessary to address them at that time.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of ~~OPG~~Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**.

The Share Subscription Form requests payment by the Ministry to OPG ~~of~~ in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

~~[Energy/OPG to provide the updated OPG's wire transfer information here.]~~

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **November , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act ~~(the "Regulations")~~ provide~~s~~ the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within ~~[*]~~ five (5) ~~business~~ Business ~~days~~ Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding (the "MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three ~~business~~ Business ~~days~~ Days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic copy of each Share Subscription executed and approved ~~for payment~~ by the Minister of Energy or a delegate, ~~and~~

b. a clear and legible electronic copy of a certificate (the "Certificate") confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment. The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription~~.~~, and

~~b.~~c. a ~~P~~payment ~~A~~authori~~z~~sation approved by Deputy Minister of Energy or delegate in the form attached as ~~(~~Schedule C~~)~~ to this MOU (the "Payment Authorization").

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, ~~and~~ the Certificate and the Payment Authorization as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments ~~is~~ shall be as set out in ~~attached as~~ Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

f) The Ministry shall deliver to the OFA certified copies of any

a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,

b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and

c. authorizations under Section 11.4 (2) 1. of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

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3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this

MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

In the case of the OFA:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

In the case of the Ministry:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription ~~form~~ dated **[date]** (the "Share Subscription ~~Form~~") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription ~~Form~~ requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (~~Authorised person of Ministry of Energy~~Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) to cover payment as consideration for the subscription of shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **November , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made ("Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within [*] business days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date").

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic copy of each Share Subscription executed and approved for payment by the Minister of Energy or a delegate, and

b. a clear and legible electronic copy of a certificate (the "Certificate") confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment. The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments is attached as Schedule B to this MOU.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of

executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

In the case of the OFA:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

In the case of the Ministry:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription Form requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **November , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, ~~T~~the Legislative Assembly of Ontario ~~Government of Ontario~~ enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act ~~(the "Regulations")~~ provide~~s~~ the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's ~~subordinated~~ debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.~~.~~

6. In accordance with the Equity Injection Plan, ~~T~~the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") in the form consistent with that provided for in Schedule A to this Memorandum of Understanding (the "MOU"), setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount"), consistent with the requisite approval for the appropriations, which have already been obtained and any future appropriations approvals processes to be obtained. ~~.~~

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within ~~[*]~~ five (5) ~~business~~ Business ~~days~~ Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this ~~Memorandum of Understanding (the "~~MOU~~")~~ to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three ~~business~~ Business ~~days~~ Days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic copy of each Share Subscription executed and approved ~~for payment~~ by the Minister of Energy or a delegate, ~~and~~

b. a clear and legible electronic copy of a certificate (the "Certificate") confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment. The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription~~.~~, and

~~b.~~c. a ~~P~~payment ~~A~~authorizs~~s~~ation approved by Deputy Minister of Energy or delegate in the form attached as ~~(~~Schedule C~~)~~ to this MOU (the "Payment Authorization").

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, ~~and~~ the Certificate and the Payment Authorization as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments ~~is~~ shall be as set out in ~~attached as~~ Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

f) The Ministry shall deliver to the OFA certified copies of any

a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,

b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and

c. authorizations under Section 11.4 (2) 1. of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

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b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: John Kim
Title: Director, Electricity Finance Branch

Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

In the case of the OFA:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

In the case of the Ministry:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription ~~form~~ dated **[date]** (the "Share Subscription ~~Form~~") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription ~~Form~~ requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (~~Authorised person of Ministry of Energy~~Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) to cover payment as consideration for the subscription of shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

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Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **November , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, ~~T~~the Legislative Assembly of Ontario ~~Government of Ontario~~ enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act ~~(the "Regulations")~~ provide~~s~~ the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's ~~subordinated~~ debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.~~.~~

6. In accordance with the Equity Injection Plan, ~~T~~the Ministry will subscribe for Class A Shares on a monthly basis.

Commented [GH1]: Not sure if this makes sense.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") ~~in the form consistent with that provided for in Schedule A to this Memorandum of Understanding (the "MOU"),~~ setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

~~8.~~ The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount"), ~~consistent with the requisite approval for the appropriations, which have already been obtained and any future appropriations approvals processes to be obtained.~~

8.

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within ~~[*]~~ five (5) ~~business~~ Business ~~days~~ Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Commented [GH2]: I don't think this is correct. Schedule A is a s.11.4 FAA Certificate, not a share subscription.

Commented [KR3]: I agree. Schedule A is not the share subscription form

Commented [GH4]: What's the purpose of this sentence?

Commented [KR5]: I agree. This statement is not relevant for the purposes of the MOU.

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Commented [KR6]: Memorandum of Understanding should appear in full and then be defined as "MOU"

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three ~~business~~ Business ~~days~~ Days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic copy of each Share Subscription executed and approved ~~for payment~~ by the Minister of Energy or a delegate, ~~and~~

b. a clear and legible electronic copy of a certificate (the "Certificate") confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment. The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription~~.~~, and

~~b.~~c. a ~~P~~payment ~~A~~authori~~z~~sation approved by Deputy Minister of Energy or delegate in the form attached as ~~(~~Schedule C~~)~~ to this MOU (the "Payment Authorization").

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, ~~and~~ the Certificate and the Payment Authorization as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments ~~is~~ shall be as set out in ~~attached as~~ Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

f) The Ministry shall deliver to the OFA certified copies of any

a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,

b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and

c. authorizations under Section 11.4 (2) 1. of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

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b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

~~Name: John Kim~~
~~Title:~~ Director, Electricity Finance Branch

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Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

In the case of the OFA:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

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Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

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In the case of the Ministry:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription ~~form~~ dated **[date]** (the "Share Subscription ~~Form~~") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription ~~Form~~ requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (~~Authorised person of Ministry of Energy~~Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) to cover payment as consideration for the subscription of shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

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Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **November , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, ~~T~~the Legislative Assembly of Ontario ~~Government of Ontario~~ enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act ~~(the "Regulations")~~ provide~~s~~ the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's ~~subordinated~~ debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.~~.~~

6. In accordance with the Equity Injection Plan, ~~T~~the Ministry will subscribe for Class A Shares on a monthly basis.

Commented [GH1]: Not sure if this makes sense.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") in the form consistent with that provided for in Schedule A to this Memorandum of Understanding (the "MOU"), setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount"), consistent with the requisite approval for the appropriations, which have already been obtained and any future appropriations approvals processes to be obtained. ~~.~~

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within ~~[*]~~ five (5) ~~business~~ Business ~~days~~ Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this ~~Memorandum of Understanding (the "~~MOU~~")~~ to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

Commented [GH2]: I don't think this is correct. Schedule A is a s.11.4 FAA Certificate, not a share subscription.

Commented [GH3]: What's the purpose of this sentence?

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three ~~business~~ Business ~~days~~ Days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic copy of each Share Subscription executed and approved ~~for payment~~ by the Minister of Energy or a delegate, ~~and~~

b. a clear and legible electronic copy of a certificate (the "Certificate") confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment. The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription~~.~~, and

~~b.~~c. a ~~P~~payment ~~A~~authori~~z~~sation approved by Deputy Minister of Energy or delegate in the form attached as ~~(~~Schedule C~~)~~ to this MOU (the "Payment Authorization").

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, ~~and~~ the Certificate and the Payment Authorization as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments ~~is~~ shall be as set out in ~~attached as~~ Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

f) The Ministry shall deliver to the OFA certified copies of any

a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,

b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and

c. authorizations under Section 11.4 (2) 1. of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

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b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

~~Name: John Kim~~
~~Title:~~ Director, Electricity Finance Branch

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Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

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As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

In the case of the OFA:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

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Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

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In the case of the Ministry:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription ~~form~~ dated **[date]** (the "Share Subscription ~~Form~~") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription ~~Form~~ requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (~~Authorised person of Ministry of Energy~~Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) to cover payment as consideration for the subscription of shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

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Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **November , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, ~~T~~the Legislative Assembly of Ontario ~~Government of Ontario~~ enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act ~~(the "Regulations")~~ provide~~s~~ the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's ~~subordinated~~ debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.~~.~~

6. In accordance with the Equity Injection Plan, ~~T~~the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") ~~in the form consistent with that provided for in Schedule A to this Memorandum of Understanding (the "MOU"),~~ setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount"), ~~consistent with the requisite approval for the appropriations, which have already been obtained and any future appropriations approvals processes to be obtained.~~ .

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within ~~[*]~~ five (5) ~~business~~ Business ~~days~~ Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Commented [GH1]: Schedule A is a s.11.4 FAA Certificate, not a share subscription form.

Commented [GH2]: What's the purpose of this sentence?

Commented [KR3]: I agree. This statement is not relevant for the purposes of the MOU.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three ~~business~~ Business ~~days~~ Days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic copy of each Share Subscription executed and approved ~~for payment~~ by the Minister of Energy or a delegate, ~~and~~

b. a clear and legible electronic copy of a certificate (the "Certificate") confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment. The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription~~.~~, and

~~b.~~c. a ~~P~~payment ~~A~~authorizs~~s~~ation approved by Deputy Minister of Energy or delegate in the form attached as ~~(~~Schedule C~~)~~ to this MOU (the "Payment Authorization").

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, ~~and~~ the Certificate and the Payment Authorization as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments ~~is~~ shall be as set out in ~~attached as~~ Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

f) The Ministry shall deliver to the OFA certified copies of any

a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,

b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and

c. authorizations under Section 11.4 (2) 1. of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

~~Name: John Kim~~
~~Title:~~ Director, Electricity Finance Branch

Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

In the case of the OFA:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

In the case of the Ministry:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription ~~form~~ dated **[date]** (the "Share Subscription ~~Form~~") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription ~~Form~~ requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (~~Authorised person of Ministry of Energy~~Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) to cover payment as consideration for the subscription of shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

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Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **November , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act ~~(the "Regulations")~~ provide~~s~~ the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's ~~subordinated~~ debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Ministry will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within ~~[*]~~ five (5) ~~business~~ Business ~~days~~ Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding (the "MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three ~~business~~ Business ~~days~~ Days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic copy of each Share Subscription executed and approved ~~for payment~~ by the Minister of Energy or a delegate, ~~and~~

b. a clear and legible electronic copy of a certificate (the "Certificate") confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment. The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription~~.~~, and

~~b.~~c. a ~~P~~payment ~~A~~authoriz~~s~~ation approved by Deputy Minister of Energy or delegate in the form attached as ~~(~~Schedule C~~)~~ to this MOU (the "Payment Authorization").

c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, ~~and~~ the Certificate and the Payment Authorization as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

e) The OPG wire transfer information for the Subscription Payments ~~is~~ shall be as set out in ~~attached as~~ Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

f) The Ministry shall deliver to the OFA certified copies of any

a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,

b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and

c. authorizations under Section 11.4 (2) 1. of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this

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MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

In the case of the OFA:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

In the case of the Ministry:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 416 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription ~~form~~ dated **[date]** (the "Share Subscription ~~Form~~") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription ~~Form~~ requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (~~Authorised person of Ministry of Energy~~Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) to cover payment as consideration for the subscription of shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: ~~November~~ December **, 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, ~~T~~the Legislative Assembly of Ontario ~~Government of Ontario~~ enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act ~~(the "Regulations")~~ provide~~s~~ the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's ~~subordinated~~ debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.~~.~~

6. In accordance with the Equity Injection Plan, ~~T~~the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") ~~in the form consistent with that provided for in Schedule A to this Memorandum of Understanding (the "MOU"),~~ setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount"), ~~consistent with the requisite approval for the appropriations, which have already been obtained and any future appropriations approvals processes to be obtained.~~ .

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within ~~[*]~~ five (5) ~~business~~ Business ~~days~~ Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Commented [GH1]: Schedule A is a s.11.4 FAA Certificate, not a share subscription form.

Commented [GH2]: What's the purpose of this sentence?

Commented [KR3]: I agree. This statement is not relevant for the purposes of the MOU.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three ~~business~~ Business ~~days~~ Days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic copy of each Share Subscription executed and approved ~~for payment~~ by the Minister of Energy or authorized delegate; ~~and~~

b. a clear and legible electronic copy of a certificate ~~(the "Certificate")~~, in the form attached as Schedule A to this MOU (the "Certificate"), ~~-~~confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under s~~S~~ection 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment; and~~. The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.~~, and

c. a clear and legible electronic copy of a ~~P~~payment ~~A~~authorizsation approved by the Deputy Minister of Energy or authorized delegate in the form attached as ~~(~~Schedule C~~)~~ to this MOU (the "Payment Authorization"). ~~Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.~~

c) Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

~~c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.~~

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d) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, the Certificate and the Payment Authorization as provided in paragraph b) above.

e) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry ~~-~~account immediately upon the completion of the Subscription Payment or shortly thereafter.

f) The OPG wire transfer information for the Subscription Payments ~~is~~ shall be as set out in ~~attached as~~ Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

g) The Ministry shall deliver electronically to the OFA certified copies of any

a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,
b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and
c. authorizations under ~~S~~section 11.4 (2) 1. of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted

by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Commented [SK(4]: Should Ken be included in section 7?

Commented [GH5R4]: Added to section 7.

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription ~~form~~ dated **[date]** (the "Share Subscription ~~Form~~") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription ~~Form~~ requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (~~Authorised person of Ministry of Energy~~Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) ~~to cover~~as ~~payment as~~ consideration for the subscription for ~~of~~ [number] Class A ~~s~~Shares of OPG.

Commented [SK(6]: I recommend setting out here how many shares are to be purchased with each authorization.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **December , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, the Legislative Assembly of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act provide the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.

6. In accordance with the Equity Injection Plan, the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within five (5) Business Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

Commented [RT1]: Who at the OFA will receive this document? If it is someone in Electricity Finance Branch (EFB), please forward a copy to Settlement@ofina.on.ca and CashP@ofina.on.ca and AccProv@ofina.on.ca

Commented [GH2R1]: Ken K. and John Psinas will receive the notice. Contacts are defined under section 8 below.

I believe OFA is making OREC payments for Energy as well. Do they email Settlement@ofina.on.ca and CashP@ofina.on.ca and AccProv@ofina.on.ca too? I would assume the process would be similar?

b) The Ministry will deliver to the OFA at least three Business Days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic copy of each Share Subscription executed and approved by the Minister of Energy or authorized delegate;
   b. a clear and legible electronic copy of a certificate, in the form attached as Schedule A to this MOU (the "Certificate"), confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment; and
   c. a clear and legible electronic copy of a payment authorization approved by the Deputy Minister of Energy or authorized delegate in the form attached as Schedule C to this MOU (the "Payment Authorization").

c) Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

d) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, the Certificate and the Payment Authorization as provided in paragraph b) above.

e) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

f) The OPG wire transfer information for the Subscription Payments shall be as set out in Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

g) The Ministry shall deliver electronically to the OFA certified copies of any

   a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,
   b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and
   c. authorizations under section 11.4 (2) 1 of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

Commented [RT3]: Who at the OFA will receive these documents? Who at the OFA will be responsible for ensuring that authorized signatures on correct on the documents? See my comment above about forwarding documents to appropriate Sections in OFA.

Commented [GH4R3]: Same as above.

I don't think we need to further verify this, given that's the purpose of getting those documents.

Commented [RT5]: Settlements can notify EFB once the payment has been released by the OFA to the Province's bank, CIBC. Normally banks have until 6:00 p.m. to release funds to another bank in favour of a client. If OPG requires the funds by a specific time of day Settlements requires this info and we will ask CIBC to accommodate this if they can but there is no guarantee. We can give EFB an LVTS number which we will obtain from CIBC once they release the funds. OPG can ask their bank to trace the incoming funds this way.

Commented [GH6R5]: This section talks about giving notification to Ministry of Energy. But EFB can be copied too.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription dated **[date]** (the "Share Subscription") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) as consideration for the subscription for [number] Class A Shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **December , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, the Legislative Assembly of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act provide the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.

6. In accordance with the Equity Injection Plan, the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within five (5) Business Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three Business Days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic copy of each Share Subscription executed and approved by the Minister of Energy or authorized delegate;
   b. a clear and legible electronic copy of a certificate, in the form attached as Schedule A to this MOU (the "Certificate"), confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment; and
   c. a clear and legible electronic copy of a payment authorization approved by the Deputy Minister of Energy or authorized delegate in the form attached as Schedule C to this MOU (the "Payment Authorization").

c) Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

d) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, the Certificate and the Payment Authorization as provided in paragraph b) above.

e) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

f) The OPG wire transfer information for the Subscription Payments shall be as set out in Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

g) The Ministry shall deliver electronically to the OFA certified copies of any

   a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,
   b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and
   c. authorizations under section 11.4 (2) 1 of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription dated **[date]** (the "Share Subscription") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) as consideration for the subscription for [number] Class A Shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **November , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, ~~T~~the Legislative Assembly of Ontario ~~Government of Ontario~~ enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act ~~(the "Regulations")~~ provide~~s~~ the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's ~~subordinated~~ debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.~~.~~

6. In accordance with the Equity Injection Plan, ~~T~~the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") ~~in the form consistent with that provided for in Schedule A to this Memorandum of Understanding (the "MOU"),~~ setting out the amount of equity injection required (the "Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount"), ~~consistent with the requisite approval for the appropriations, which have already been obtained and any future appropriations approvals processes to be obtained.~~ .

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within ~~[*]~~ five (5) ~~business~~ Business ~~days~~ Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Commented [GH1]: Schedule A is a s.11.4 FAA Certificate, not a share subscription form.

Commented [GH2]: What's the purpose of this sentence?

Commented [KR3]: I agree. This statement is not relevant for the purposes of the MOU.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three ~~business~~ Business ~~days~~ Days before the Share Subscription Payment Date, electronic copies of the following:

a. a clear and legible electronic copy of each Share Subscription executed and approved ~~for payment~~ by the Minister of Energy or authorized delegate~~,~~; ~~and~~

b. a clear and legible electronic copy of a certificate ~~(the "Certificate")~~, in the form attached as Schedule A to this MOU (the "Certificate"), ~~-~~confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under s~~S~~ection 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment; and~~. The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.~~, and

c. a clear and legible electronic copy of a ~~P~~payment ~~A~~authorizs~~s~~ation approved by the Deputy Minister of Energy or authorized delegate in the form attached as ~~(~~Schedule C~~)~~ to this MOU (the "Payment Authorization"). ~~Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.~~

c) Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

~~c) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.~~

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d) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, the Certificate and the Payment Authorization as provided in paragraph b) above.

e) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry ~~-~~account immediately upon the completion of the Subscription Payment or shortly thereafter.

f) The OPG wire transfer information for the Subscription Payments ~~is~~ shall be as set out in ~~attached as~~ Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

g) The Ministry shall deliver electronically to the OFA certified copies of any

a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,
b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and
c. authorizations under ~~s~~Section 11.4 (2) 1. of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan

Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Commented [SK(4]: Should Ken be included in section 7?

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription ~~form~~ dated **[date]** (the "Share Subscription ~~Form~~") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription ~~Form~~ requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (~~Authorised person of Ministry of Energy~~Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) ~~to cover~~as ~~payment as~~ consideration for the subscription for ~~of~~ [number] Class A ~~s~~Shares of OPG.

Commented [SK(5]: I recommend setting out here how many shares are to be purchased with each authorization.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **December , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, the Legislative Assembly of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act provide the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG"), as Financial Services Manager for the purposes of the Act, to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.

6. In accordance with the Equity Injection Plan, the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the “Share Subscription”) setting out the amount of equity injection required (the “Subscription Payment”) and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the “Appropriated Amount”).

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within five (5) Business Days of the receipt by the Ministry of the Share Subscription (the “Share Subscription Payment Date”). For the purposes of this MOU “Business Day” means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding (“MOU”) to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) transacting with the Ontario Shared Services “IFIS” system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three Business Days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic copy of each Share Subscription executed and approved by the Minister of Energy or authorized delegate;
   b. a clear and legible electronic copy of a certificate, in the form attached as Schedule A to this MOU (the "Certificate"), confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment; and
   c. a clear and legible electronic copy of a payment authorization approved by the Deputy Minister of Energy or authorized delegate in the form attached as Schedule C to this MOU (the "Payment Authorization").

c) Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

d) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, the Certificate and the Payment Authorization as provided in paragraph b) above.

e) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

f) The OPG wire transfer information for the Subscription Payments shall be as set out in Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

g) The Ministry shall deliver electronically to the OFA certified copies of any

   a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,
   b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and
   c. authorizations under section 11.4 (2) 1 of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name: Carolyn Calwell
title: Assistant Deputy Minister
(Pursuant to delegated authority)

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription dated **[date]** (the "Share Subscription") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) as consideration for the subscription for [number] Class A Shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **December , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, the Legislative Assembly of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act provide the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG"), as Financial Services Manager for the purposes of the Act, to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.

6. In accordance with the Equity Injection Plan, the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the “Share Subscription”) setting out the amount of equity injection required (the “Subscription Payment”) and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the “Appropriated Amount”).

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within five (5) Business Days of the receipt by the Ministry of the Share Subscription (the “Share Subscription Payment Date”). For the purposes of this MOU “Business Day” means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding (“MOU”) to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) transacting with the Ontario Shared Services “IFIS” system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three Business Days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic copy of each Share Subscription executed and approved by the Minister of Energy or authorized delegate;
   b. a clear and legible electronic copy of a certificate, in the form attached as Schedule A to this MOU (the "Certificate"), confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment; and
   c. a clear and legible electronic copy of a payment authorization approved by the Deputy Minister of Energy or authorized delegate in the form attached as Schedule C to this MOU (the "Payment Authorization").

c) Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

d) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, the Certificate and the Payment Authorization as provided in paragraph b) above.

e) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

f) The OPG wire transfer information for the Subscription Payments shall be as set out in Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

g) The Ministry shall deliver electronically to the OFA certified copies of any

   a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,
   b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and
   c. authorizations under section 11.4 (2) 1 of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

Name: SETTLEMENT
Title: Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Email: Settlement@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name: Carolyn Calwell
title: Assistant Deputy Minister
(Pursuant to delegated authority)

Ontario Financing Authority

by:_____

name: Ronald Kwan
title: Assistant Deputy Minister, Corporate and Electricity Finance Division

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription dated **[date]** (the "Share Subscription") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) as consideration for the subscription for [number] Class A Shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **December 5 , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, the Legislative Assembly of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act provide the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.

6. In accordance with the Equity Injection Plan, the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within five (5) Business Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three Business Days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic copy of each Share Subscription executed and approved by the Minister of Energy or authorized delegate;
   b. a clear and legible electronic copy of a certificate, in the form attached as Schedule A to this MOU (the "Certificate"), confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment; and
   c. a clear and legible electronic copy of a payment authorization approved by the Deputy Minister of Energy or authorized delegate in the form attached as Schedule C to this MOU (the "Payment Authorization").

c) Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

d) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, the Certificate and the Payment Authorization as provided in paragraph b) above.

e) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

f) The OPG wire transfer information for the Subscription Payments shall be as set out in Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

g) The Ministry shall deliver electronically to the OFA certified copies of any

   a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,
   b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and
   c. authorizations under section 11.4 (2) 1 of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by: _____

name: Carolyn Calwell
title: Assistant Deputy Minister
(Pursuant to delegated authority)

Ontario Financing Authority

by: _____

name: Ronald Kwan
title: Assistant Deputy Minister, Corporate and Electricity Finance Division

by: _____

name: Ken Kandeepan
title: Chief Financial and Risk Officer, Ontario Financing Authority

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription dated **[date]** (the "Share Subscription") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4]** hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) as consideration for the subscription for [number] Class A Shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **December , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, the Legislative Assembly of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act provide the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.

6. In accordance with the Equity Injection Plan, the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within five (5) Business Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three Business Days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic copy of each Share Subscription executed and approved by the Minister of Energy or authorized delegate;
   b. a clear and legible electronic copy of a certificate, in the form attached as Schedule A to this MOU (the "Certificate"), confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment; and
   c. a clear and legible electronic copy of a payment authorization approved by the Deputy Minister of Energy or authorized delegate in the form attached as Schedule C to this MOU (the "Payment Authorization").

c) Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

d) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, the Certificate and the Payment Authorization as provided in paragraph b) above.

e) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

f) The OPG wire transfer information for the Subscription Payments shall be as set out in Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

g) The Ministry shall deliver electronically to the OFA certified copies of any

   a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,
   b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and
   c. authorizations under section 11.4 (2) 1 of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name: Carolyn Calwell
title: Assistant Deputy Minister
(Pursuant to delegated authority)

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription dated **[date]** (the "Share Subscription") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) as consideration for the subscription for [number] Class A Shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the Fair Hydro Plan

Dated: **December , 2017**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Ministry**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. On June 1, 2017, the Legislative Assembly of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") which was introduced by the Government to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act provide the right for the Independent Electricity System Operator ("IESO") to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the IESO by one or more special purpose financing entities, under the Act established by Ontario Power Generation Inc. ("OPG") to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding the OPG Financing Entity's debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has, having received shareholder consent, amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares") for the purposes of facilitating the contemplated equity injections.

6. In accordance with the Equity Injection Plan, the Ministry will subscribe for Class A Shares on a monthly basis.

7. Each month OPG will deliver to the Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Ministry.

8. The Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

9. The Ministry has advised the OFA that the Ministry is required to make the Subscription Payments within five (5) Business Days of the receipt by the Ministry of the Share Subscription (the "Share Subscription Payment Date"). For the purposes of this MOU "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law, regulation or executive order to be closed.

10. The Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the Ministry and the OFA has agreed to make the Subscription Payments on behalf of the Ministry.

11. The Ministry and the OFA wish to enter into this Memorandum of Understanding ("MOU") to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Ministry and the OFA agree as follows:

1) Payment Authorization

a) The Ministry authorizes the OFA to make the Subscription Payments on behalf of the Ministry and the OFA agrees to make the Subscription Payments on behalf of the Ministry.

b) It is agreed by the Ministry and the OFA that the OFA is acting as an agent, on behalf of the Ministry, for the purposes of:

   i) transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Ministry in respect of the Fair Hydro Plan, and

   ii) making the required Subscription Payments on behalf of the Ministry as further described in this MOU.

2) Payment Process

a) The Ministry will take all necessary steps to provide the OFA with a clear and legible unapproved electronic copy of each Share Subscription, on the same day the Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Ministry will deliver to the OFA at least three Business Days before the Share Subscription Payment Date, electronic copies of the following:

   a. a clear and legible electronic copy of each Share Subscription executed and approved by the Minister of Energy or authorized delegate;
   b. a clear and legible electronic copy of a certificate, in the form attached as Schedule A to this MOU (the "Certificate"), confirming that there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under section 11.4 of the *Financial* Administration *Act* (the "FAA"), that OPG is entitled to receive the Subscription Payment; and
   c. a clear and legible electronic copy of a payment authorization approved by the Deputy Minister of Energy or authorized delegate in the form attached as Schedule C to this MOU (the "Payment Authorization").

c) Upon receipt of the executed and approved Share Subscription, the Certificate and the Payment Authorization, the OFA will make the Subscription Payment on behalf of the Ministry, in the amount of the Share Subscription.

d) The OFA shall not be required to make any Subscription Payment on behalf of the Ministry if the Ministry has not delivered to the OFA an executed and approved Share Subscription, the Certificate and the Payment Authorization as provided in paragraph b) above.

e) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

f) The OPG wire transfer information for the Subscription Payments shall be as set out in Schedule B attached to this MOU, or as the Ministry may otherwise provide from time to time by notice in writing to the OFA.

g) The Ministry shall deliver electronically to the OFA certified copies of any

   a. delegations under paragraph b) above made by the Minister of Energy to authorize persons to execute the Share Subscription,
   b. delegations under paragraph b) above by the Deputy Minister of Energy to authorize persons to execute the Payment Authorization, and
   c. authorizations under section 11.4 (2) 1 of the FAA by the Minister of Energy or the Deputy Minister of Energy of persons to execute the Certificate.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive the termination of this MOU.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 of this MOU and reporting and record keeping in accordance with section 3 of this MOU. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on ninety (90) days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by the OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416) 325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902-2649
Email: asokan.sadasivan@ontario.ca

c) Either party may designate a different member of its staff as its contact person by providing thirty (30) days notice to the other party in accordance with section 7.

8) Notice

a) Any notice given under this MOU shall be in writing and shall be deemed effective on the date personally delivered to the party's contact person or on the date transmitted by electronic transmission with a confirmation of receipt in all cases, addressed as follows:

As of the date of this MOU the OFA's contact persons are:

Name: Ken Kandeepan
Title: Chief Financial and Risk Officer, Ontario Financing Authority
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-9814
Email: Ken.Kandeepan@ofina.on.ca

Name: John Kim
Title: Director, Electricity Finance Branch
Address: 1 Dundas Street West, Suite 300, Toronto, Ontario M5G 1Z3
Tel: (416) 212-6996
Email: John.Kim@ofina.on.ca

Name: John Psinas
Title: Senior Manager, Accounting and Reporting, Finance and Treasury Division
Address: 1 Dundas Street West, Suite 1400, Toronto, Ontario M5G 1Z3
Tel: (416) 325-8072
Email: John.Psinas@ofina.on.ca

As of the date of this MOU the Ministry's contact persons are:

Name: Shruti Talwar
Title: Director, Strategic Policy and Analytics
Address: 77 Grenville Street, 6th Floor, Toronto, ON, M7A, 2C1
Tel: (416)325-8698
Email: shruti.talwar@ontario.ca

Name: Asokan Sadasivan
Title: Controller
Address: 56 Wellesley Street West, 4th Floor, Toronto ON M7A 2E7
Tel: (416) 902 2649
Email: asokan.sadasivan@ontario.ca

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name: Carolyn Calwell
title: Assistant Deputy Minister
(Pursuant to delegated authority)

Ontario Financing Authority

by:_____

name:
title:

SCHEDULE A

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of Ontario Power Generation Inc.

Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the "Ministry") a share subscription dated **[date]** (the "Share Subscription") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date].**

The Share Subscription requests payment by the Ministry to OPG in the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the "Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

SCHEDULE B

OPG's wire transfer information

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

SCHEDULE C

PAYMENT AUTHORISATION

(MINISTRY LETTER HEAD)

(DATE)

MEMORANDUM TO: Alfonso Soriano, Manager, Cash Management
Finance and Treasury Division, OFA

FROM: (Deputy Minister of Energy or authorized delegate)

SUBJECT: Authorizing the Release of Funds to Ontario Power Generation Inc.

I am hereby authorizing a payment (through wire transfer) in the amount of ($ xxx,xxx,xxx.xx), to Ontario Power Generation Inc. (OPG) as consideration for the subscription for [number] Class A Shares of OPG.

The bank account information of OPG is provided below:

Bank: Bank of Nova Scotia
Address: 44 King Street West Toronto, Ontario MSH 1H1
SWIFT Code: NOSCCATT
Branch Transit: 47696
Bank Code: 002
Account Number: 476960302716

Ontario Power Generation Inc.
Treasury
700 University Avenue
Toronto, Ontario
M5G 1X6

The IFIS account code string to be used to record the above transaction is:

029-290505-0000-981671-141085-0000-0000-0000

Sincerely,

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: **XXXXXXX**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Minister**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for IESO to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the Independent Electricity System Operator ("IESO") by one or more special purpose financing entities, under the Act established by OPG to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Minister has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding an OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Minister will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Minister a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Minister.

8. The Minister is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made ("Appropriated Amount").

9. Upon receipt of the Share Subscription, the Ministry of Energy will conduct the necessary due diligence to ensure that the documentation supports the Subscription Payment and that the Appropriated Amount is sufficient.

~~8.~~10. The Minister will provide a copy of the certificate for the Subscription Payment to the OFA, under section 11.4 of the *Financial Administration Act*.

~~9.~~11. The Minister has advised the OFA that the Minister is required to make the Subscription Payments within [*] business days of the receipt by the Minister of the Share Subscription (the "Share Subscription Payment Date").

~~10.~~12. The Minister considers it advisable for the OFA to make the Subscription Payments on behalf of the Minister and the OFA has agreed to make the Subscription Payments on behalf of the Minister.

~~11.~~13. The Minister and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Minister and the OFA agree as follows:

1. Payment Authorization

(i) The Minister authorizes the OFA to make the Subscription Payments on behalf of the Minister and the OFA agrees to make the Payments on behalf of the Minister.

(ii) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is obtained, and shall provide the OFA with a copy of such certificate within **[*]** days after the Subscription Payment is made by OPG.

(iii) It is agreed by the Minister and the OFA that the OFA is acting as an agent, on behalf of the Minister, for the purposes of

i. Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Minister in respect of the Fair Hydro Plan, and

ii. Making the required Subscription Payments on behalf of the Minister as further described in this MOU.

2. Payment Process

a) The Minister will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the Minister receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Minister will deliver to the OFA a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]** - at least three business days before the Share Subscription Payment Date. The approval for payment shall include confirmation that there is a sufficient Appropriated Amount from which to make the Subscription Payment. Upon receipt of the executed and approved Share Subscription, the OFA will make the Subscription Payment on behalf of the Minister, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Minister if the Minister has not delivered to the OFA an executed and approved Share Subscription as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Minister account immediately upon the completion of the Subscription Payment or shortly thereafter.

3. Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Minister's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the Minister.

4. Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5. Review and Termination

a) The Minister and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Minister to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Minister to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6. No Service Charges

The OFA will not charge the Minister for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7. Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

c) As of the date of this MOU the Minister's contact person is:

Tel:
email:

d) Either party may designate a different member of its staff as its contact person by providing notice to the other party in accordance with section 7.

8. Notice

a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

b) In the case of the OFA, the addresses for notice are:
Hand Delivery:
Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Minister, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9. Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

(a) in the case of a payment for the supply of goods or the rendering of services after the goods are delivered or the services are rendered, that the goods have been supplied or the services have been rendered and that,

(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

Persons authorized to certify payments

(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.
2. The Speaker of the Assembly.
3. The Auditor General.
4. The Chief Electoral Officer.
5. A person authorized by the Management Board of Cabinet.
6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: **XXXXXXX**

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "**Minister**")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for IESO to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the Independent Electricity System Operator ("IESO") by one or more special purpose financing entities, under the Act established by OPG to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The Minister has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding an OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The Minister will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the Minister a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the "Subscription

Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the Minister.

8. The Minister is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made ("Appropriated Amount"). The total Subscription Payments for a fiscal year should not exceed the Appropriated Amount approved for Ministry of Energy's Estimates for that fiscal year.

9. The Minister has advised the OFA that the Minister is required to make the Subscription Payments within [*] business days of the receipt by the Minister of the Share Subscription (the "Share Subscription Payment Date").

10. The Minister considers it advisable for the OFA to make the Subscription Payments on behalf of the Minister and the OFA has agreed to make the Subscription Payments on behalf of the Minister.

11. The Minister and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The Minister and the OFA agree as follows:

1. Payment Authorization

(i) The Minister authorizes the OFA to make the Subscription Payments on behalf of the Minister and the OFA agrees to make the Payments on behalf of the Minister.

(ii) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is ~~obtained~~completed, and shall provide the OFA with a copy of such certificate within **[*]** days after the Subscription Payment is made ~~by~~to OPG.

(iii) It is agreed by the Minister and the OFA that the OFA is acting as an agent, on behalf of the Minister, for the purposes of

i. Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the Minister in respect of the Fair Hydro Plan, and

ii. Making the required Subscription Payments on behalf of the Minister as further described in this MOU.

2. Payment Process

a) The Minister will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the Minister receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The Minister will deliver to the OFA a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]** at least three business days before the Share Subscription Payment Date. The approval for payment shall include confirmation that there is a sufficient Appropriated Amount from which to make the Subscription Payment. Upon receipt of the executed and approved Share Subscription, the OFA will make the Subscription Payment on behalf of the Minister, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the Minister if the Minister has not delivered to the OFA an executed and approved Share Subscription as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined Minister account immediately upon the completion of the Subscription Payment or shortly thereafter.

3. Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the Minister's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the Minister.

4. Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments; monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5. Review and Termination

a) The Minister and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the Minister to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the Minister to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6. No Service Charges

The OFA will not charge the Minister for the OFA's services or for its disbursements or other expenses incurred under this MOU.

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a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

c) As of the date of this MOU the Minister's contact person is:

Tel:
email:

d) Either party may designate a different member of its staff as its contact person by providing notice to the other party in accordance with section 7.

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a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

b) In the case of the OFA, the addresses for notice are:
Hand Delivery:
Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the Minister, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9. Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

(a) in the case of a payment for the supply of goods or the rendering of services after the goods are delivered or the services are rendered, that the goods have been supplied or the services have been rendered and that,

(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

Persons authorized to certify payments

(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.
2. The Speaker of the Assembly.
3. The Auditor General.
4. The Chief Electoral Officer.
5. A person authorized by the Management Board of Cabinet.
6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

Memorandum of Understanding
Relating to the
Fair Hydro Plan

Dated: XXXXXXX

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy (the "~~Minister~~Ministry")

And:

Ontario Financing Authority
an agency of the Province of Ontario (the "**OFA**")

Whereas:

1. The Government of Ontario enacted the *Ontario Fair Hydro Plan Act, 2017* (the "Act") to implement its Fair Hydro Plan (the "FHP").

2. The Act and the regulations promulgated under the Act (the "Regulations") provides the right for IESO to create certain assets related to the deferral of electricity charges (the "Assets"), which Assets may be acquired from the Independent Electricity System Operator ("IESO") by one or more special purpose financing entities, under the Act established by OPG to implement the FHP (each an "OPG Financing Entity"), which are expected to include a Fair Hydro Trust.

3. An OPG Financing Entity is expected to acquire the Assets monthly from the IESO and will finance the Assets in accordance with the financing plan, which includes both senior debt (minimum of 51%) from external sources and subordinated debt (up to 49%) from OPG.

4. The ~~Minister~~Ministry has agreed to provide up to 44% of the total funding requirement for the Assets through equity injections in OPG and OPG has agreed to use the equity injections solely for funding an OPG Financing Entity's subordinated debt (the "Equity Injection Plan").

5. For purposes of the Equity Injection Plan, OPG has amended its articles to create a new class of non-voting, redeemable shares (the "Class A Shares").

6. The ~~Minister~~Ministry will subscribe for Class A Shares monthly.

7. Each month OPG will deliver to the ~~Minister~~Ministry a share subscription form (the "Share Subscription") setting out the amount of equity injection required (the

"Subscription Payment") and the corresponding number of Class A Shares to be issued by OPG and subscribed for by the ~~Minister~~Ministry.

8. The ~~Minister~~Ministry is required to pay the Subscription Payments out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made ("Appropriated Amount").

9. The ~~Minister~~Ministry has advised the OFA that the ~~Minister~~Ministry is required to make the Subscription Payments within [*] business days of the receipt by the ~~Minister~~Ministry of the Share Subscription (the "Share Subscription Payment Date").

10. The ~~Minister~~Ministry considers it advisable for the OFA to make the Subscription Payments on behalf of the ~~Minister~~Ministry and the OFA has agreed to make the Subscription Payments on behalf of the ~~Minister~~Ministry.

11. The ~~Minister~~Ministry and the OFA wish to enter into this MOU to confirm their agreement regarding the terms on which the OFA will make the Subscription Payments.

Therefore:

The ~~Minister~~Ministry and the OFA agree as follows:

1) Payment Authorization

a) The ~~Minister~~Ministry authorizes the OFA to make the Subscription Payments on behalf of the ~~Minister~~Ministry and the OFA agrees to make the Payments on behalf of the ~~Minister~~Ministry.

~~b) The Minister shall ensure that the certificate under section 11.4 of the *Financial Administration Act* (reproduced as Schedule A to this MOU) required for each of the Subscription Payments is completed, and shall provide the OFA with a copy of such certificate within **[*]** days after the Subscription Payment is made to OPG.~~

~~c)~~b) It is agreed by the ~~Minister~~Ministry and the OFA that the OFA is acting as an agent, on behalf of the ~~Minister~~Ministry, for the purposes of

i) Transacting with the Ontario Shared Services "IFIS" system in order to access funds appropriated for the ~~Minister~~Ministry in respect of the Fair Hydro Plan, and

ii) Making the required Subscription Payments on behalf of the ~~Minister~~Ministry as further described in this MOU.

2) Payment Process

a) The ~~Minister~~Ministry will take all necessary steps to provide the OFA with a good quality unapproved electronic copy of each Share Subscription, on the same day the ~~Minister~~Ministry receives the Share Subscription from OPG to allow the OFA to begin the procedures for making the Subscription Payment.

b) The ~~Minister~~Ministry will deliver to the OFA at least three business days before the Share Subscription Payment Date:

a. a good quality copy of each Share Subscription executed and approved for payment by **[insert appropriate MoE official]**, and

~~b)~~b. a certificate confirming that ~~at least three business days before the Share Subscription Payment Date. The approval for payment shall include confirmation that~~ there is a sufficient Appropriated Amount from which to make the Subscription Payment and, under Section 11.4 of the *Financial* Administration *Act*, that OPG is entitled to receive the Subscription Payment (the "Certificate"). The form of the Certificate is attached as Schedule A to this MOU. Upon receipt of the executed and approved Share Subscription and the Certificate, the OFA will make the Subscription Payment on behalf of the ~~Minister~~Ministry, in the amount of the Share Subscription.

c) The OFA shall not be required to make any Subscription Payment on behalf of the ~~Minister~~Ministry if the ~~Minister~~Ministry has not delivered to the OFA an executed and approved Share Subscription and the Certificate as provided in paragraph b) above.

d) The Subscription Payments will be made from the Consolidated Revenue Fund and the amount of each Subscription Payment will be entered by the OFA via a journal entry into the Province's IFIS system under a pre-defined ~~Minister~~Ministry account immediately upon the completion of the Subscription Payment or shortly thereafter.

3) Reporting Requirements and Records

a) The OFA will deliver a notice by e-mail to the ~~Minister~~Ministry's contact person to confirm the completion of each Subscription Payment in the amount of the Share Subscription.

b) The OFA will keep and maintain all records related to the Share Subscriptions for a period of seven (7) years.

c) The requirements under this section shall survive any termination of the MOU.

d) The Public Accounts, Volume 3 reporting related to the Subscription payments will be performed by the ~~Minister~~Ministry.

4) Limited Role of the OFA

The OFA will only be responsible for making the Subscription Payments in accordance with section 2 and reporting and record keeping in accordance with section 3. For greater clarity, the OFA will not be responsible for auditing or otherwise verifying the correctness of the Share Subscriptions; monitoring the OPG's application of the Subscription Payments;

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monitoring the balance from time to time of the Appropriated Amount; or ensuring the Appropriated Amount is sufficient.

5) Review and Termination

a) The ~~Minister~~Ministry and the OFA will review this MOU as necessary.

b) This MOU may be terminated by either party at any time, on 90 days' notice.

c) Upon termination of this MOU, provided the OFA has the power and authority to make such Subscription Payments, the OFA will make Subscription Payments in respect of executed and approved Share Subscriptions delivered by the ~~Minister~~Ministry to the OFA on or before the date of termination in accordance with subsection 2(c) of this MOU, but will not be obligated to make any further Subscription Payments on any executed and approved Share Subscriptions delivered by the ~~Minister~~Ministry to the OFA after the date of termination of this MOU. All provisions of this MOU relating to Subscription Payments made by OFA will continue to apply with respect to such Subscription Payments made by the OFA after the termination date, notwithstanding termination of this MOU.

d) The parties will cooperate to help to ensure a smooth transition of the payment function upon termination.

6) No Service Charges

The OFA will not charge the ~~Minister~~Ministry for the OFA's services or for its disbursements or other expenses incurred under this MOU.

7) Contacts

a) Each party shall designate a member of its staff to be a contact person for the purposes of administering this MOU.

b) As of the date of this MOU the OFA's contact persons are:

Tel:
email:

Tel: email:

should also be sent to:

Tel: email: & email:

c) As of the date of this MOU the ~~Minister~~Ministry's contact person is:

Tel:
email:

d) Either party may designate a different member of its staff as its contact person by providing notice to the other party in accordance with section 7.

8) Notice

a) Any notice under this MOU shall be in writing and shall be deemed given when delivered by hand or email, and addressed to the party's contact person.

b) In the case of the OFA, the addresses for notice are:
Hand Delivery:
Ontario Financing Authority
Suite 1400
1 Dundas St. W.
Attention: Ken Kandeepan, Chief Financial and Risk Officer
email: Ken.Kandeepan@ofina.on.ca

c) In the case of the ~~Minister~~Ministry, the addresses for notice are:
Hand Delivery:
Ministry of Energy

9) Execution

The parties have executed this MOU, effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Energy

by:_____

name:
title:

Ontario Financing Authority

by:_____

name:

title:

SCHEDULE A

Section 11.4, *Financial Administration Act*, R.S.O. 1990, c. F.12

11.4 (1) No payment shall be made out of the Consolidated Revenue Fund unless, in addition to any other voucher or certificate that may be required, a person referred to in subsection (2) certifies,

(a) in the case of a payment for the supply of goods or the rendering of services after the goods are delivered or the services are rendered, that the goods have been supplied or the services have been rendered and that,

(i) the payment is in accordance with the agreement, or

(ii) the amount of the payment is reasonable, if the amount of the payment is not specified in the agreement;

(b) in the case of a payment for the supply of goods or the rendering of services before the delivery of the goods or the supply of the services, that the payment is in accordance with the agreement; or

(c) in the case of a payment not described in clause (a) or (b), that the payee is eligible for or entitled to the payment. 2002, c. 8, Sched. B, s. 2.

Persons authorized to certify payments

(2) Only the following persons have authority to give a certificate under subsection (1):

1. A minister or deputy minister.

2. The Speaker of the Assembly.

3. The Auditor General.

4. The Chief Electoral Officer.

5. A person authorized by the Management Board of Cabinet.

6. A person authorized by a person referred to in any of paragraphs 1 to 5. 2002, c. 8, Sched. B, s. 2; 2004, c. 17, s. 32; 2007, c. 15, s. 40 (1).

CERTIFICATE

Ministry of Energy Subscription for Class A Shares of OPG

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Ontario Power Generation Inc. ("OPG ") has delivered to the Ministry of Energy (the Ministry") a share subscription form dated **[date]** (the "Share Subscription Form") pursuant to the Master Share Subscription Agreement between the Ministry and OPG dated **[date]**

The Share Subscription Form requests payment by the Ministry to OPG of the amount of **[amount]** as consideration for the subscription for **[number]** Class A shares of OPG (the Subscription Payment").

The Ministry is required to pay the Subscription Payment out of amounts appropriated by the Legislature for that purpose for the fiscal year in which the payment is made (the "Appropriated Amount").

Section 11.4 (1)(c) of the *Financial Administration Act* provides that the Subscription Payment shall not be made unless a person authorized under that section certifies that OPG is eligible for or entitled to the Subscription Payment.

I **[Minister of Energy, or Deputy Minister of Energy, or a person authorized by either of them under FAA s. 11.4**] hereby certify that

i) There is a sufficient Appropriated Amount from which to make the Subscription Payment, and
ii) OPG is entitled to the Subscription Payment.

Dated:

_____

name:

title:

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Biennial				
$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

Annual				
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	-1710	-1191	-997	-779
Readjustment amount	-415	-1034	-1338	-1565
Total borrowing requirement including financing costs	-2125	-2225	-2335	-2344
OFA Equity Injection (44%)*	-935	-979	-1027.4	-1031.36

*This includes financing costs, which may need to be excluded upon further information av

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2021	2022	2023	2024	2025	2026	2027	2028	2029
-544	-327	-148	-6	140	262	376	638	1049
-1493	-1158	-716	-293	0	0	0	0	0
-2037	-1485	-864	-299	140	262	376	638	1049
-896.28	-653.4	-380.16	-131.56	61.6	115.28	165.44	280.72	461.56

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2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1384	1392	1518	1722	2099	2228	2224	2182	2097
0	0	0	0	0	0	0	0	0
1384	1392	1518	1722	2099	2228	2224	2182	2097
608.96	612.48	667.92	757.68	923.56	980.32	978.56	960.08	922.68

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1796	1565	1463	1425	1382	1399	1458	1731	1376
0	0	0	0	0	0	0	0	0
1796	1565	1463	1425	1382	1399	1458	1731	1376
790.24	688.6	643.72	627	608.08	615.56	641.52	761.64	605.44

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Biennial				
$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

Annual				
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	-1191	-1336	-1064	-855
Readjustment amount	-188	-885	-1233	-1523
Total borrowing requirement including financing costs	-1378	-2221	-2297	-2378
OFA Equity Injection (44%)*	-606.47	-977.24	-1010.68	-1046.32

*This includes financing costs, which may need to be excluded upon further information av

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2021	2022	2023	2024	2025	2026	2027	2028	2029
-621	-396	-201	-53	91	231	321	537	892
-1551	-1289	-859	-436	-49	0	0	0	0
-2172	-1684	-1060	-489	42	231	321	537	892
-955.5333	-741.1067	-466.4	-215.16	18.48	101.787	141.0933	236.1333	392.3333

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2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
589.6	600.4533	653.84	707.8133	883.08	968.5867	984.4267	961.2533	951.72

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832.48	715.5867	652.8133	635.2133	609.5467	613.8	625.3867	705.32	882.64

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

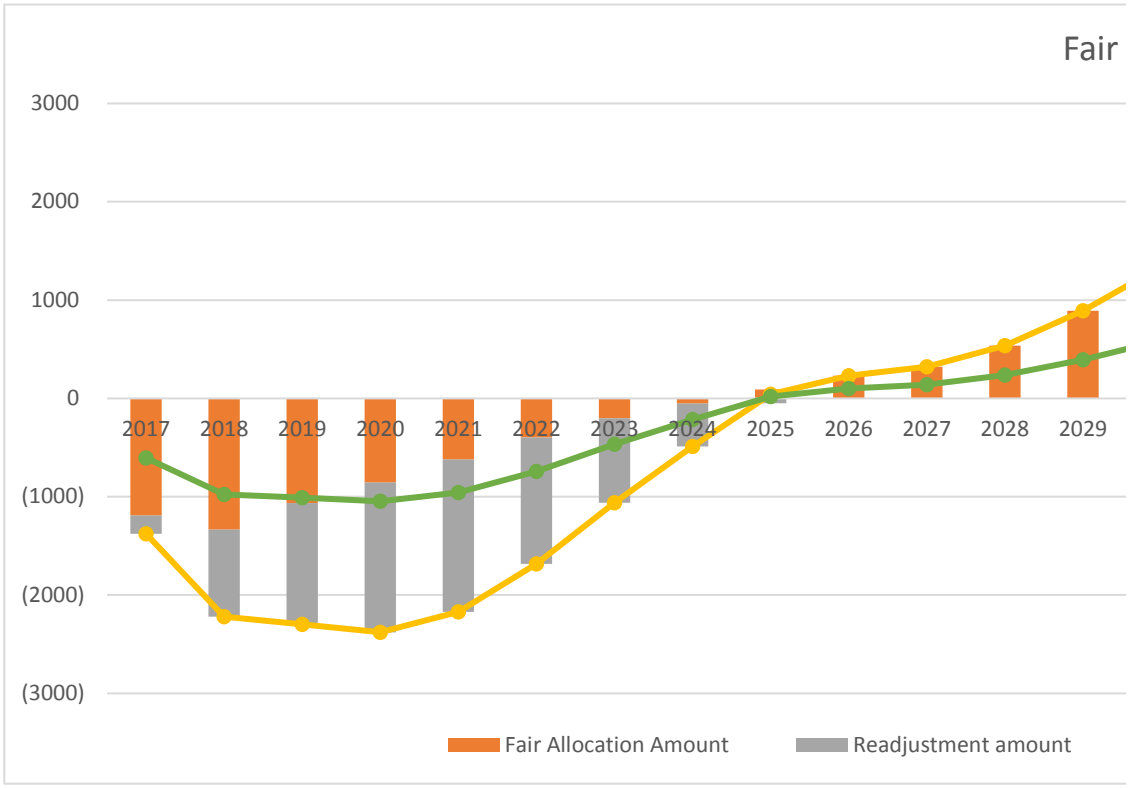
2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%

Biennial				
$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

Annual				
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

*This includes financing costs, which may need to be excluded upon further information availal



2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

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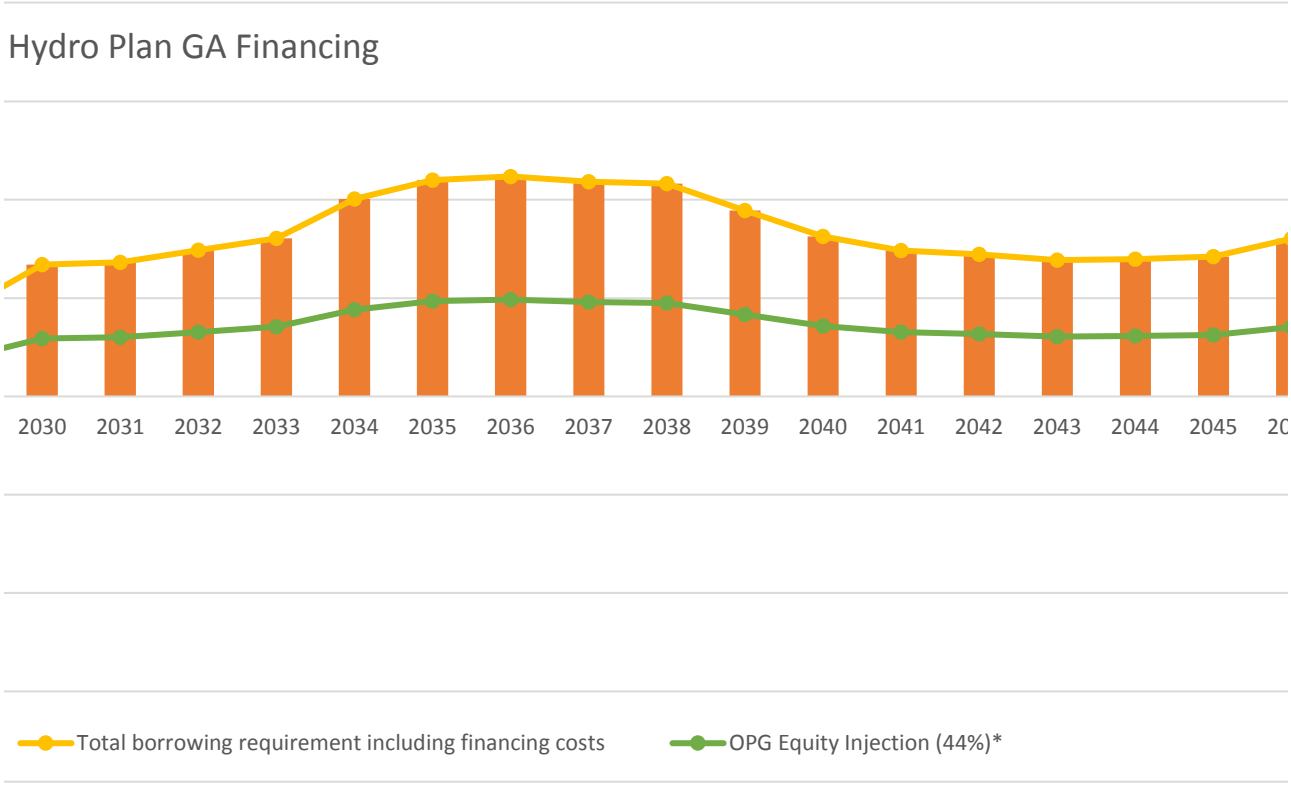
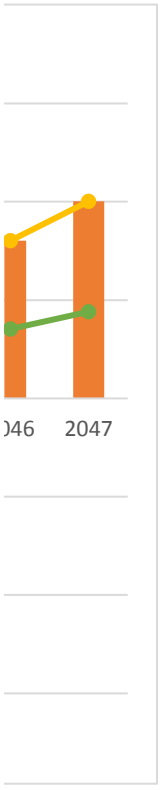


2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952



2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

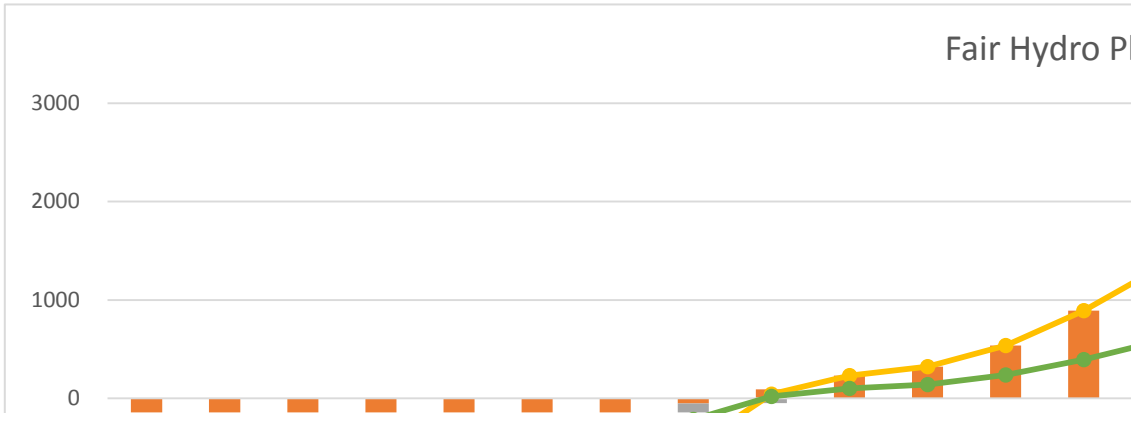
Annual

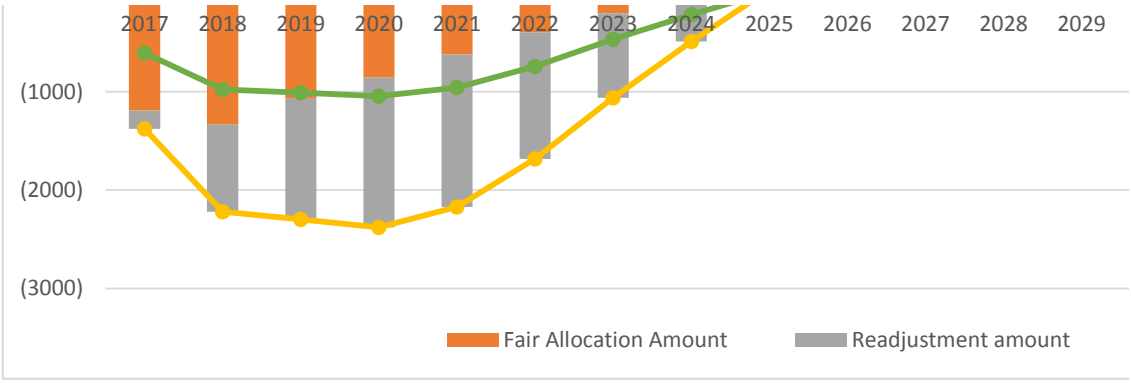
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1

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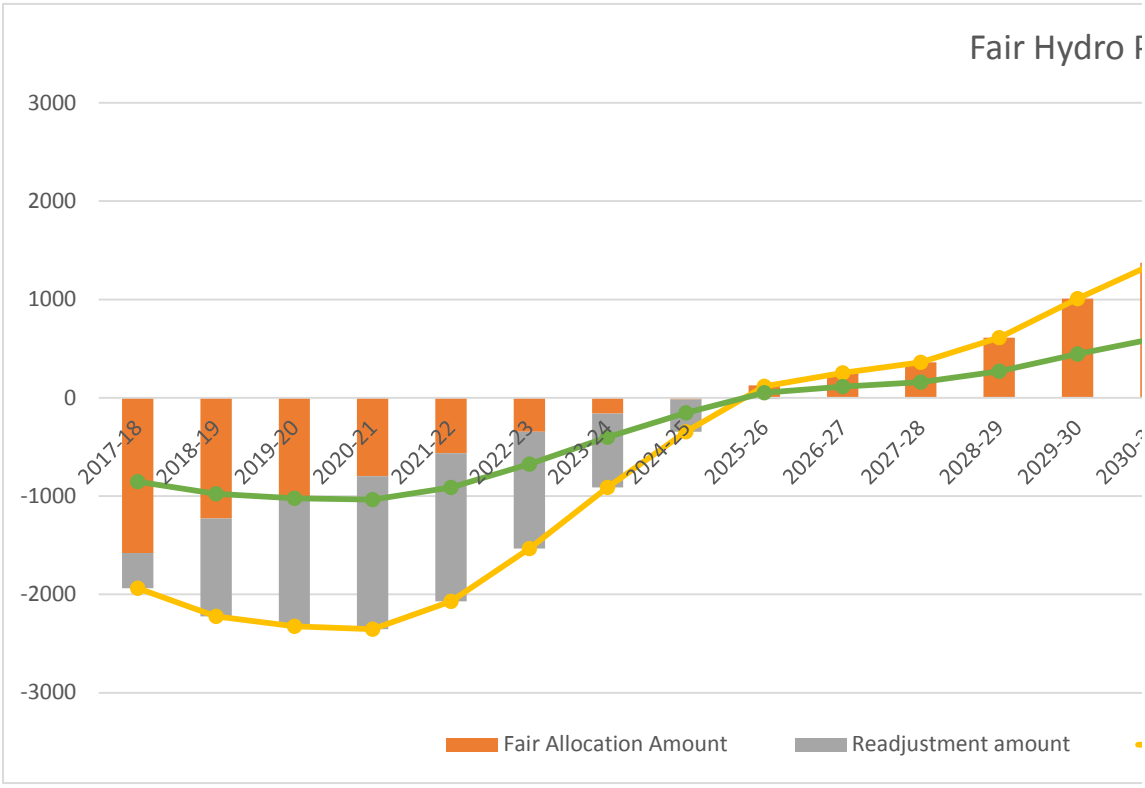
Fair Allocation Amount
Readjustment amount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-3000
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2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

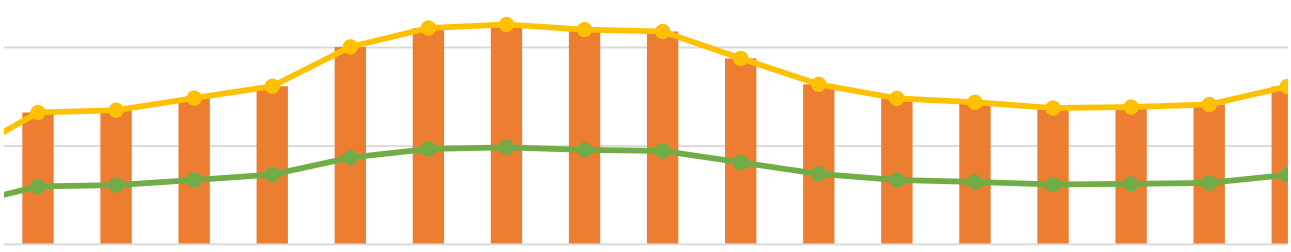
2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

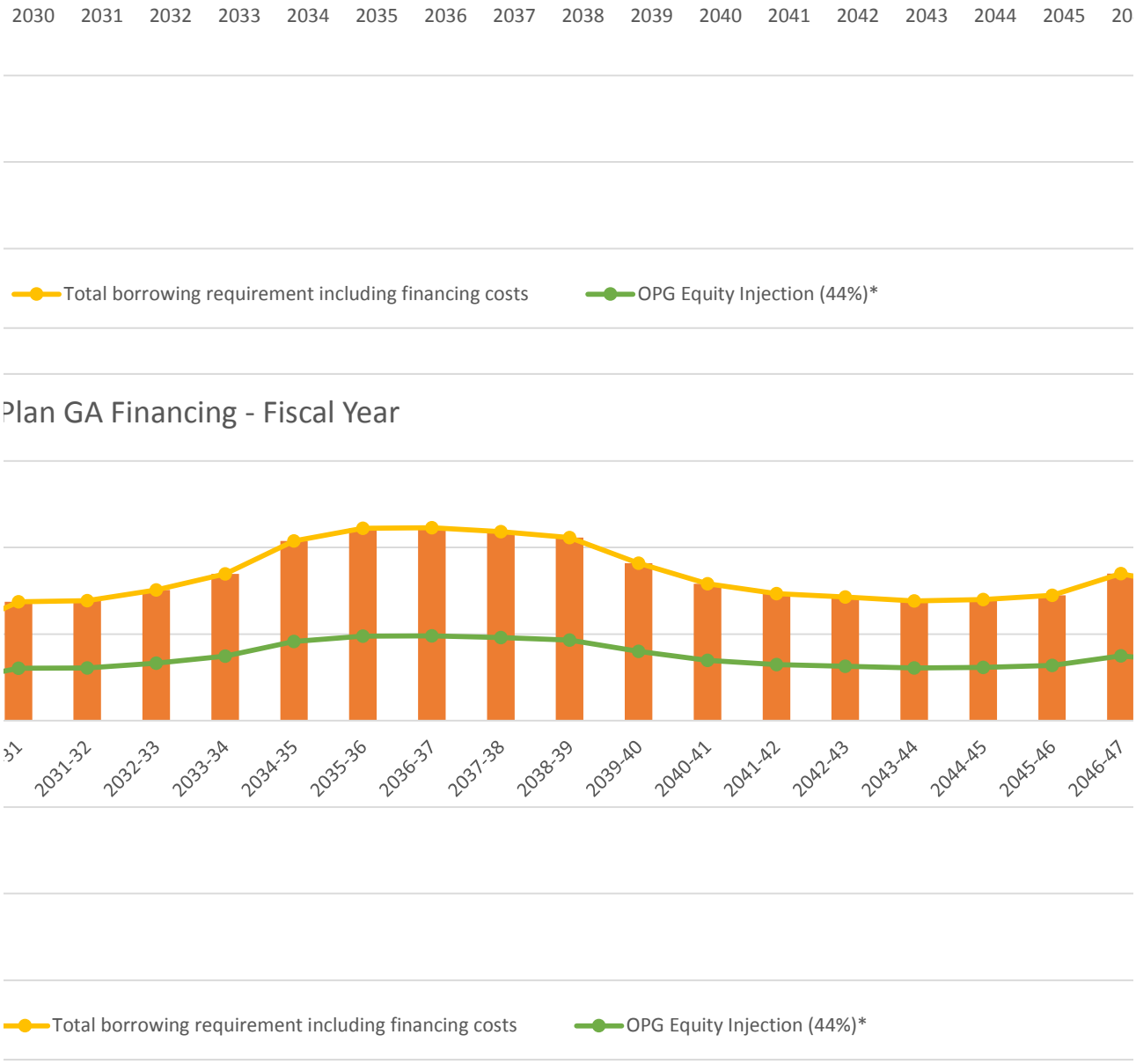
2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

ble.

2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

Ian GA Financing - Calendar Year

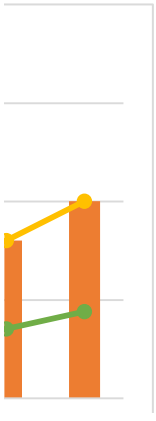


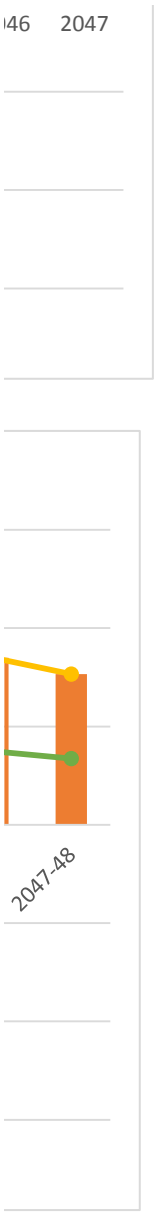

2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94




46
2047
2047-48

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
	14.044	17.693	14.286
Readjustment amount	-74	-341	-470
Readjustment amount - In Period Borrowing Costs	-1.116	-7.745	-10.675
Total borrowing requirement including financing costs	-992	-1102	-1085

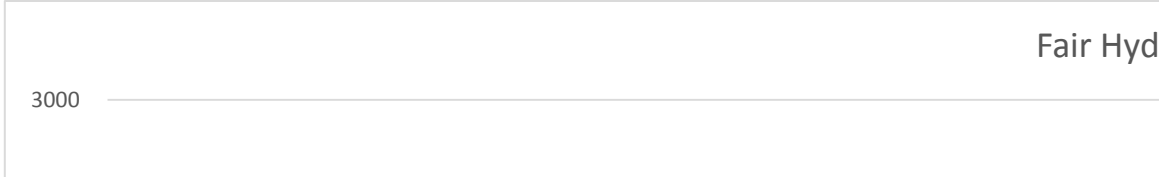
Annual

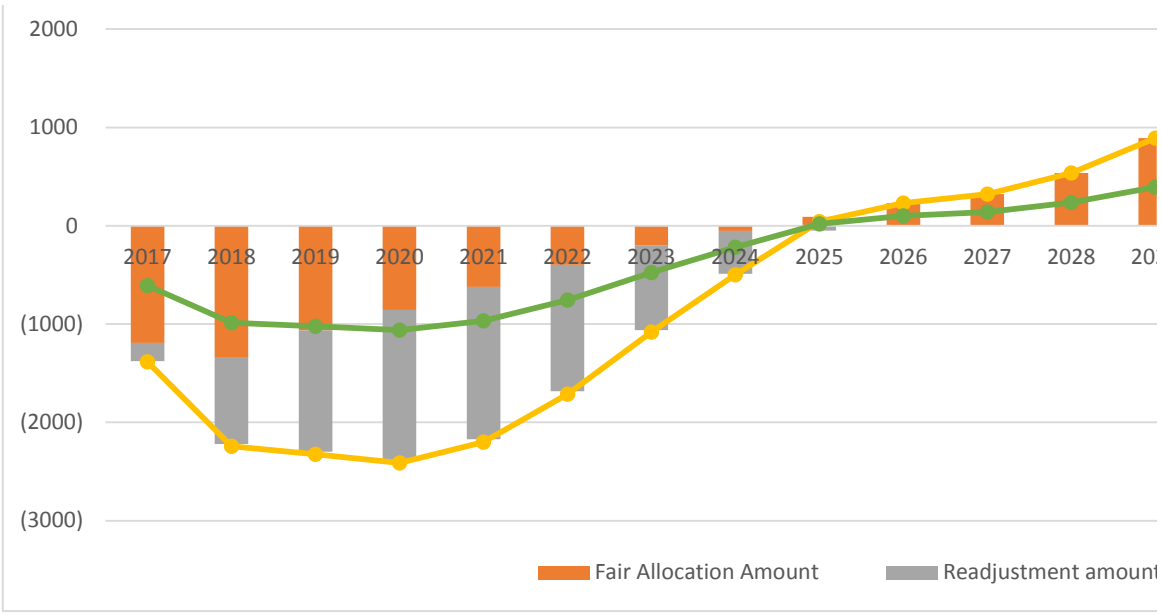
$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Readjustment amount	(188)	(885)	(1233)
Readjustment amount - In Period Borrowing Costs	(4)	(20)	(28)
Total borrowing requirement including financing costs	(1382)	(2241)	(2325)
OPG Equity Injection (44%)*	(608)	(986)	(1023)

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	-1580.1667	-1227.167	-1013.6667
Readjustment amount	-358.16667	-996.8333	-1311.8333
Readjustment amount - In Period Borrowing Costs	-7.5702513	-22.64007	-29.794352
Total borrowing requirement including financing costs	-1945.9036	-2246.64	-2355.2944
OPG Equity Injection (44%)*	-856.19758	-988.5216	-1036.3295

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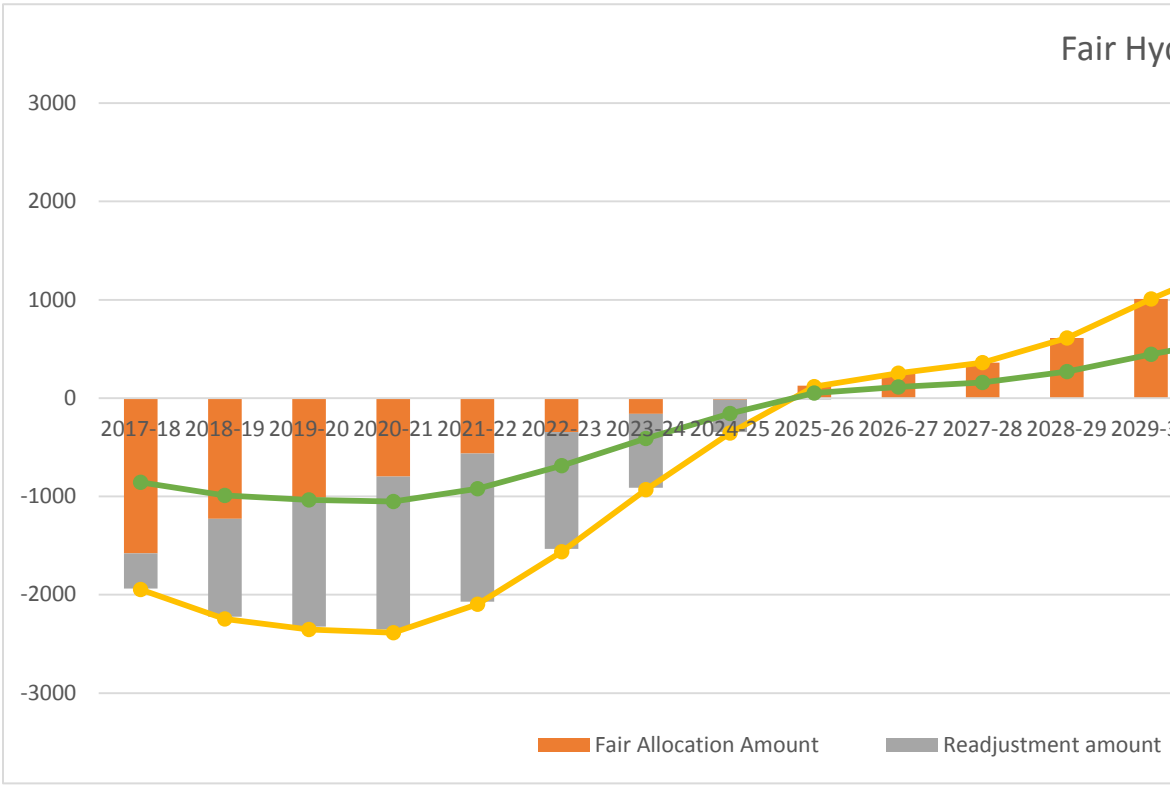
Fair Allocation Amount
Readjustment amount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2025-26
2026-27
2027-28
2028-29
Fair Allocation Amount
Readjustment amount

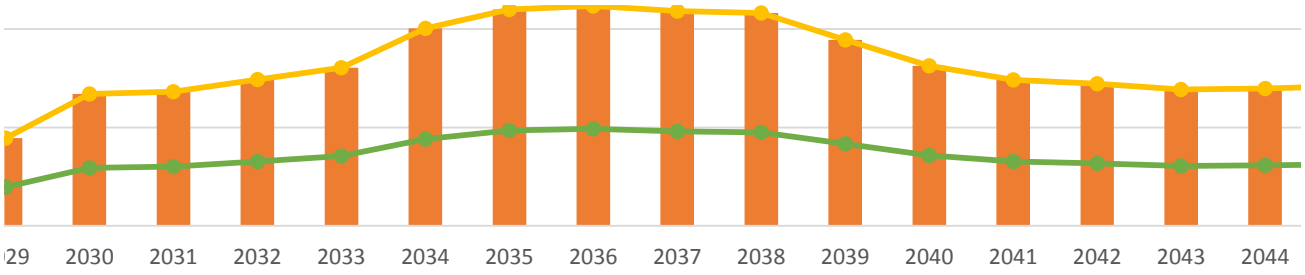
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
12.764	12.151	10.493	9.789	7.904	0.736	3.213	5.292	4.474
-564	-617	-721	-781	-784	-250	-546	-697	-657
-12.810	-14.013	-16.375	-17.738	-17.806	-1.879	-8.236	-15.830	-14.922
-1113	-1140	-1173	-1202	-1124	-347	-756	-925	-850

2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(35)	(27)	(29)	(20)	(10)	(1)			
(2413)	(2199)	(1714)	(1080)	(499)	41	231	321	537
(1062)	(968)	(754)	(475)	(220)	18	102	141	236

e.

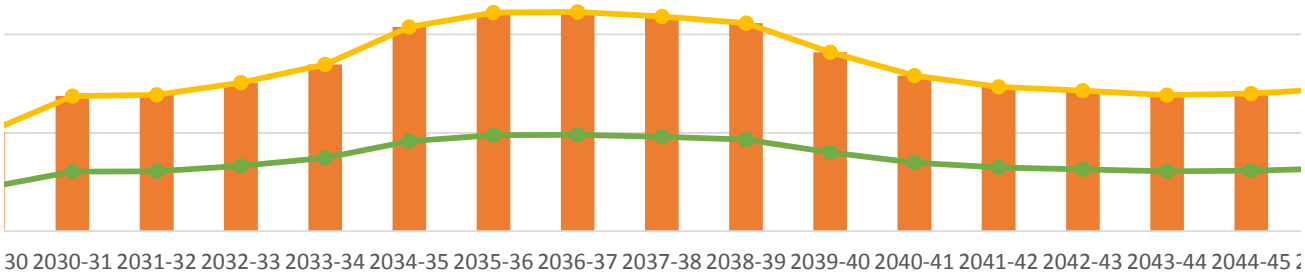
2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
-798	-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667
-1554.5	-1507.5	-1190.667	-751.6667	-328.6667	-12.16667			
-35.305796	-26.27428	-27.04242	-17.07185	-7.464676	-0.276329			
-2387.8058	-2096.941	-1561.876	-930.0718	-353.9647	115.22367	254.333	362.1667	612.66667
-1050.6346	-922.654	-687.2253	-409.2316	-155.7445	50.698415	111.907	159.3533	269.57333

lro Plan GA Financing - Calendar Year



t Total borrowing requirement including financing costs OPG Equity Injection (44%)*

dro Plan GA Financing - Fiscal Year

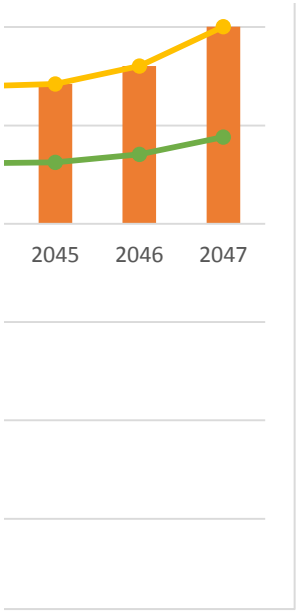


Total borrowing requirement including financing costs OPG Equity Injection (44%)*

2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
2.953	2.226	1.136	0.613					
-501	-429	-287	-220	-73				
-11.379	-9.743	-6.518	-4.997	-1.658				
-628	-525	-336	-246	-52	45	95	121	141

2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
892	1340	1365	1486	1609	2007	2201	2237	2185
392	590	600	654	708	883	969	984	961

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1009.667	1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667
1009.667	1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667
444.2533	604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733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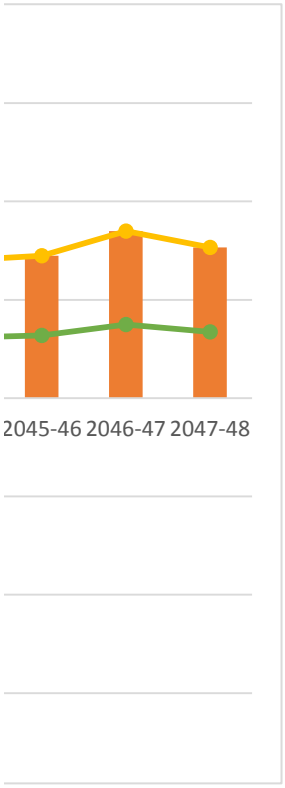
2045-46
2046-47
2047-48

2027-May	2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673

152
224
262
376
437
612
706
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2038	2039	2040	2041	2042	2043	2044	2045	2046
2163	1892	1626	1484	1444	1385	1395	1421	1603

2163	1892	1626	1484	1444	1385	1395	1421	1603
952	832	716	653	635	610	614	625	705

2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
2113.5	1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699

2113.5	1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699
929.94	800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56

2031-Nov	2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2047

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2047-48

1533.5

1533.5

674.74

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Readjustment amount	-74	-341	-470
Readjustment amount - In Period Borrowing Costs	-1.116	-7.745	-10.675
Total borrowing requirement including financing costs	-1006	-1120	-1099

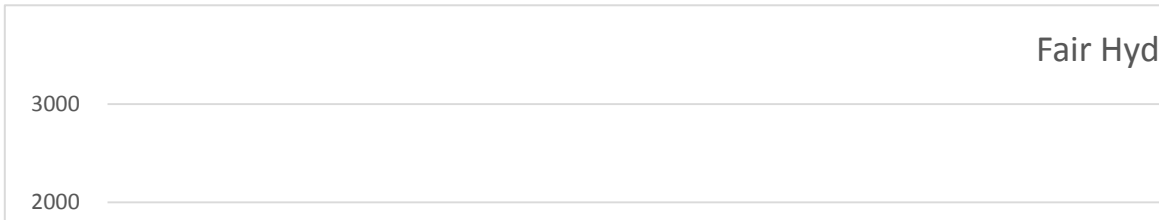
Annual

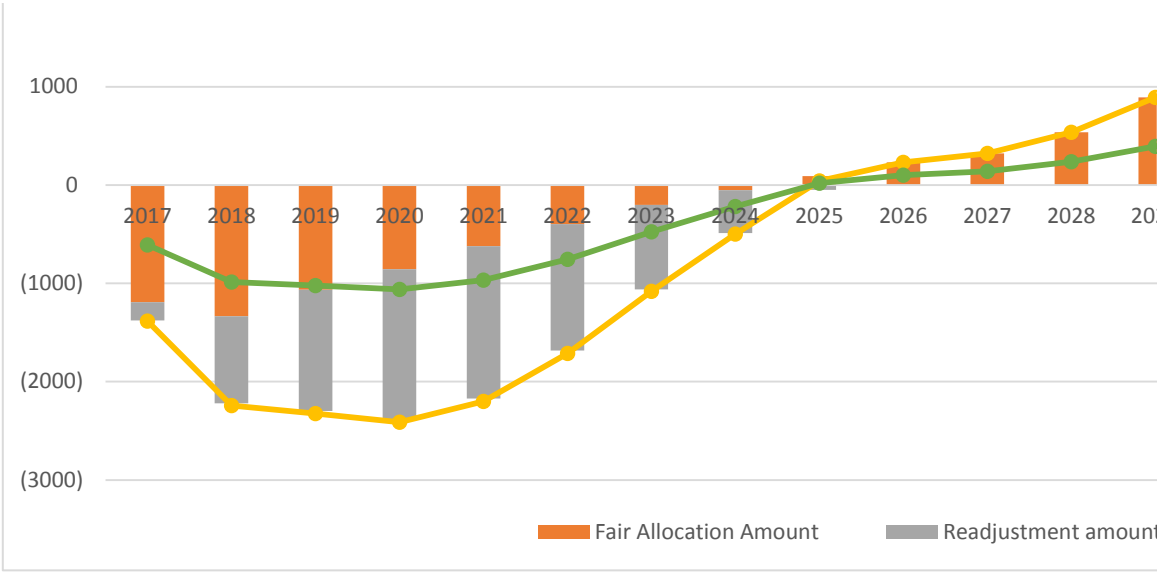
$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Readjustment amount	(188)	(885)	(1233)
Readjustment amount - In Period Borrowing Costs	(4)	(20)	(28)
Total borrowing requirement including financing costs	(1382)	(2241)	(2325)
OPG Equity Injection (44%)*	(608)	(986)	(1023)

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	-1580.1667	-1227.167	-1013.6667
Readjustment amount	-358.16667	-996.8333	-1311.8333
Readjustment amount - In Period Borrowing Costs	-7.5702513	-22.64007	-29.794352
Total borrowing requirement including financing costs	-1945.9036	-2246.64	-2355.2944
OPG Equity Injection (44%)*	-856.19758	-988.5216	-1036.3295

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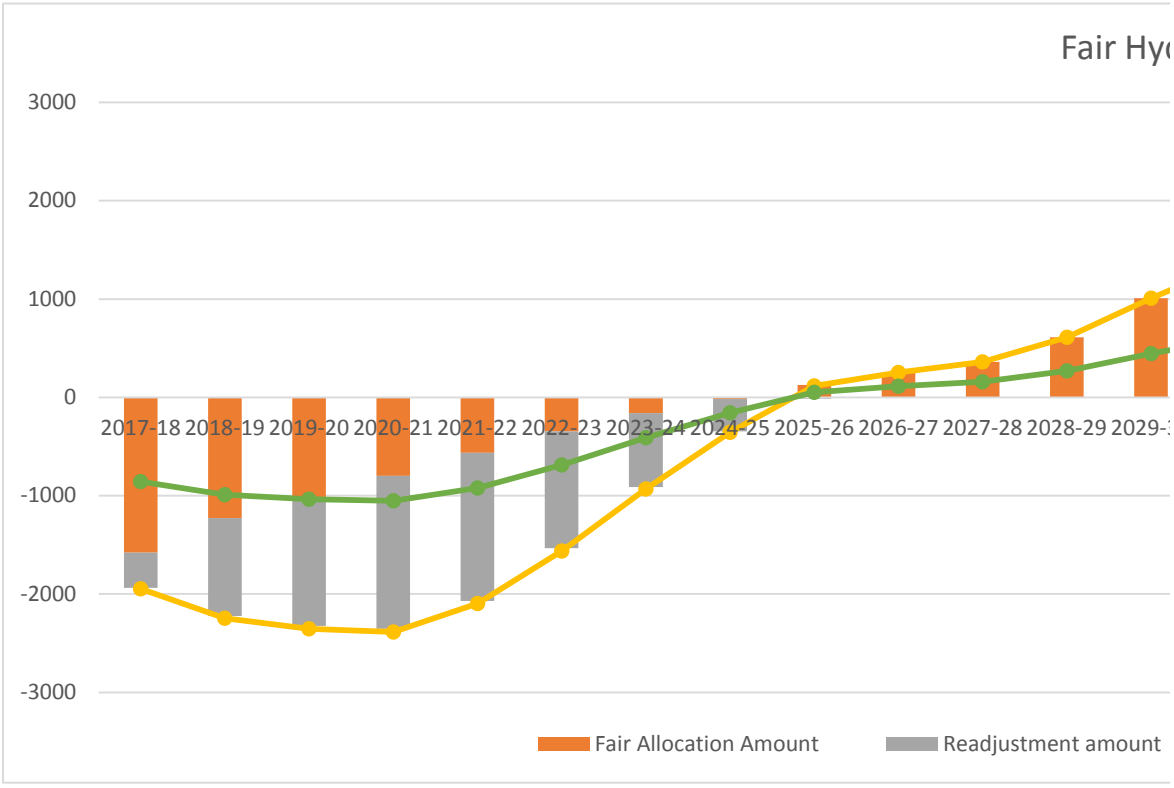
Fair Allocation Amount
Readjustment amount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2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
Fair Allocation Amount
Readjustment amount

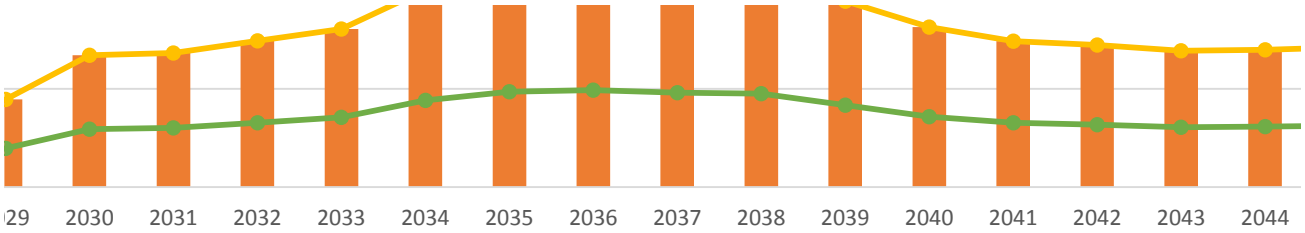
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-12.810	-14.013	-16.375	-17.738	-17.806	-1.879	-8.236	-15.830	-14.922
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(35)	(27)	(29)	(20)	(10)	(1)			
(2413)	(2199)	(1714)	(1080)	(499)	41	231	321	537
(1062)	(968)	(754)	(475)	(220)	18	102	141	236

ɜ.

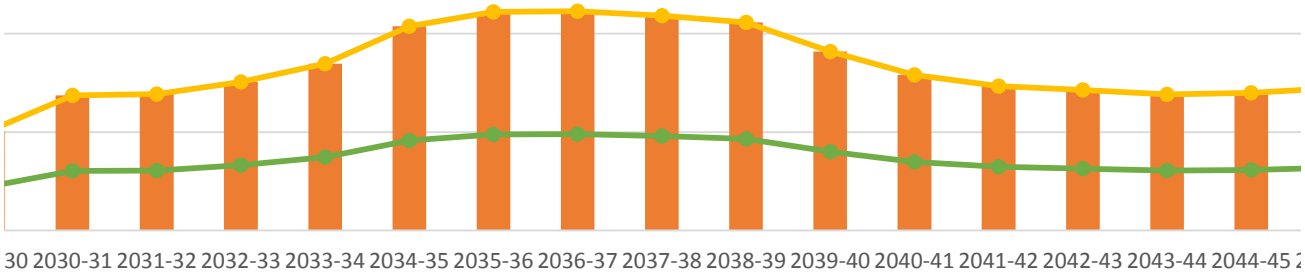
2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
-798	-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667
-1554.5	-1507.5	-1190.667	-751.6667	-328.6667	-12.16667			
-35.305796	-26.27428	-27.04242	-17.07185	-7.464676	-0.276329			
-2387.8058	-2096.941	-1561.876	-930.0718	-353.9647	115.22367	254.333	362.1667	612.66667
-1050.6346	-922.654	-687.2253	-409.2316	-155.7445	50.698415	111.907	159.3533	269.57333

Iro Plan GA Financing - Calendar Year



t Total borrowing requirement including financing costs OPG Equity Injection (44%)*

dro Plan GA Financing - Fiscal Year

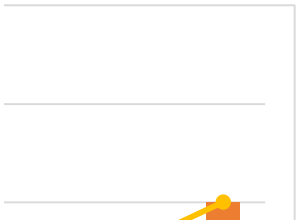


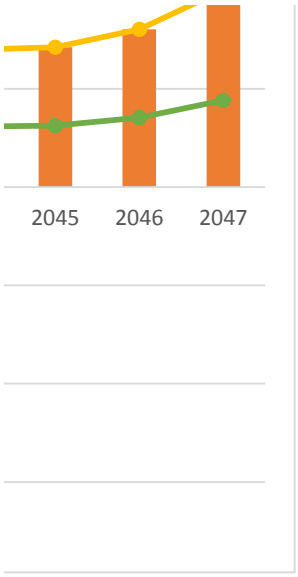
Total borrowing requirement including financing costs OPG Equity Injection (44%)*

2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-11.379	-9.743	-6.518	-4.997	-1.658				
-631	-527	-337	-247	-52	45	95	121	141

2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
892	1340	1365	1486	1609	2007	2201	2237	2185
392	590	600	654	708	883	969	984	961

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1009.667	1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667
1009.667	1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667
444.2533	604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733

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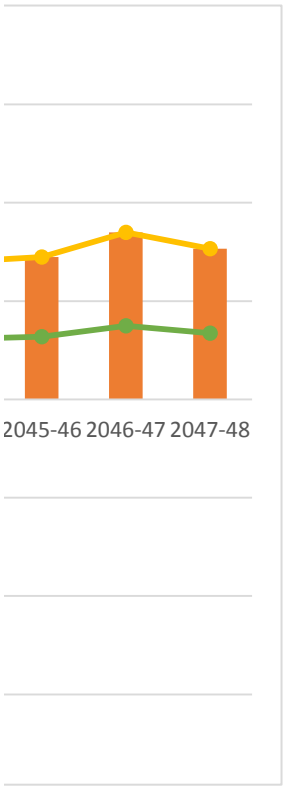

2045-46
2046-47
2047-48

2027-May	2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
152	224	262	376	437	612	706	678	673

2038	2039	2040	2041	2042	2043	2044	2045	2046
2163	1892	1626	1484	1444	1385	1395	1421	1603
2163	1892	1626	1484	1444	1385	1395	1421	1603
952	832	716	653	635	610	614	625	705

2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
2113.5	1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699
2113.5	1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699
929.94	800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56

2031-Nov	2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2047

2006

2006

883

2047-48

1533.5

1533.5

674.74

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

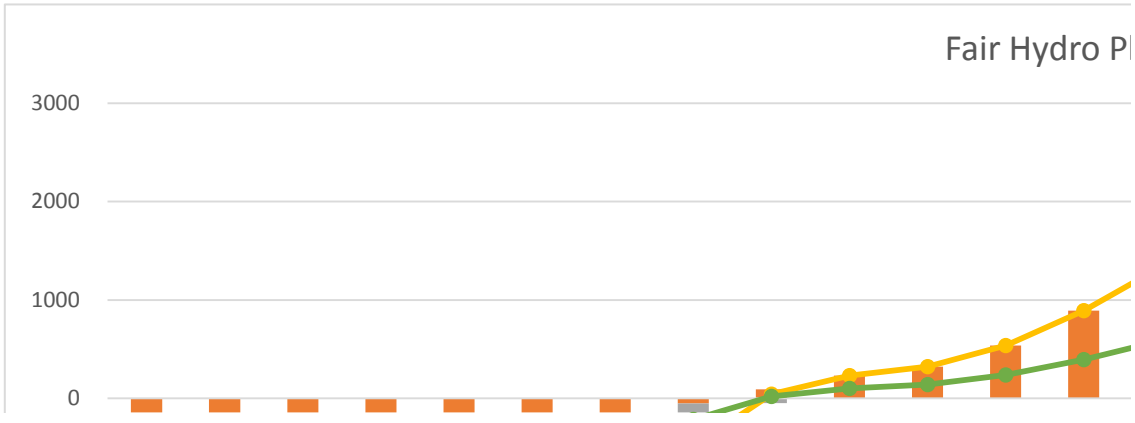
Annual

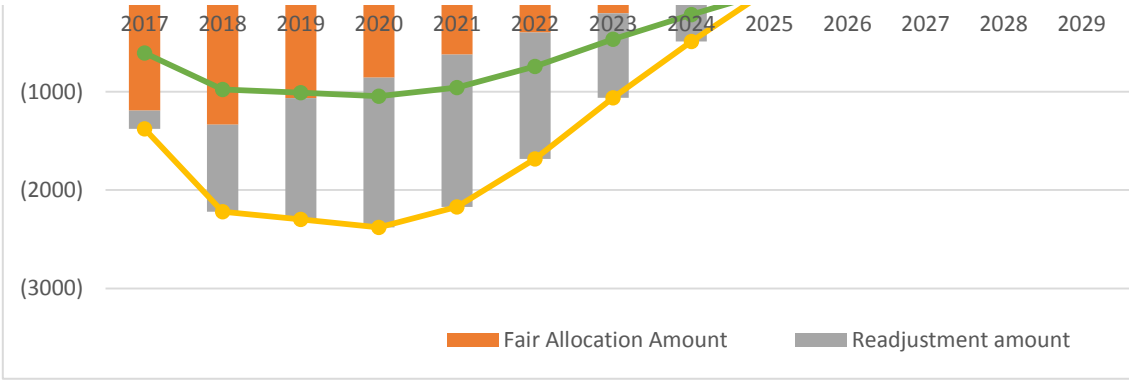
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1

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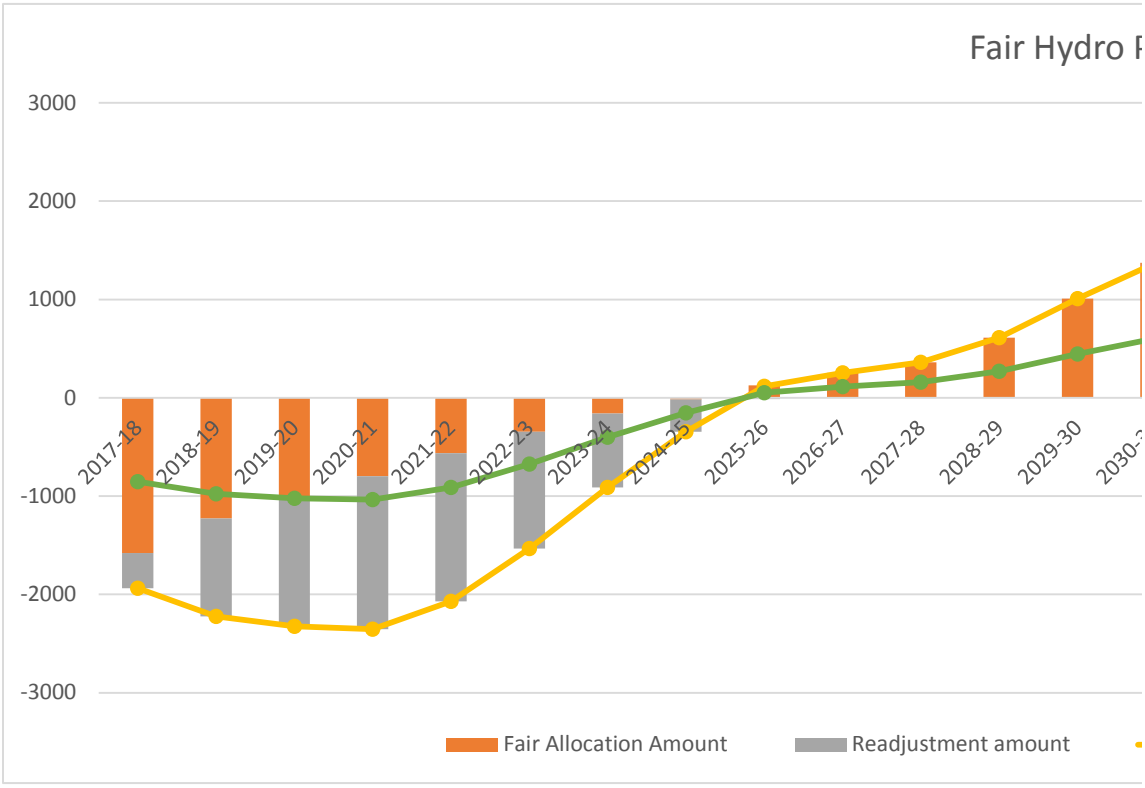
(2000)
(3000)
Fair Allocation Amount
Readjustment amount


Fair Hydro F
3000
2000
1000
0
-1000
-2000
-3000
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

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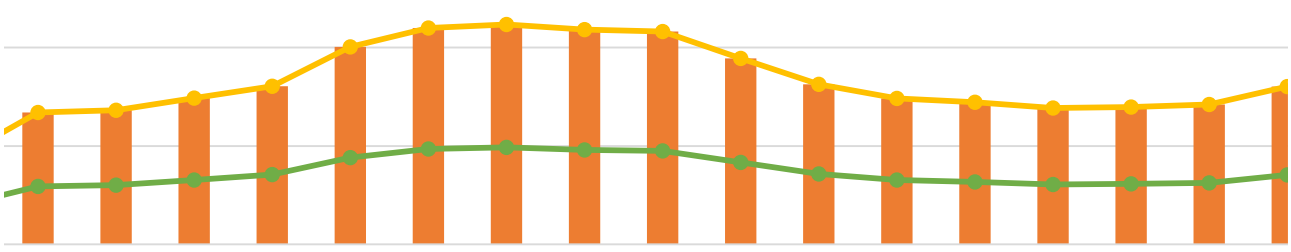
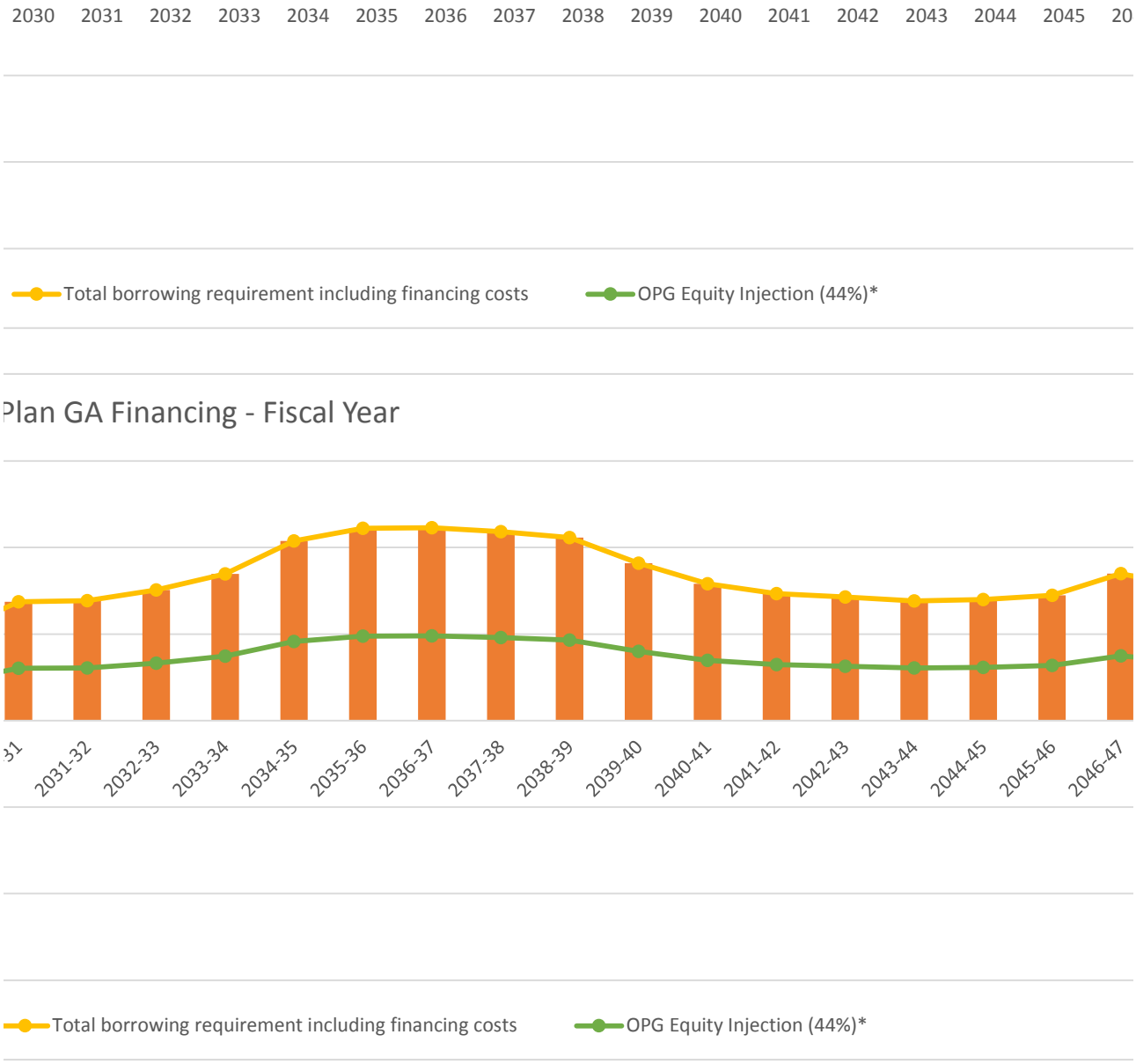
2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

Ian GA Financing - Calendar Year

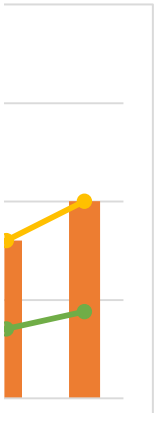


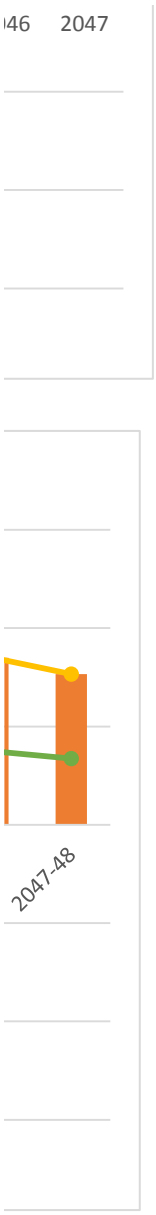

2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94




46
2047
2047-48

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Readjustment amount	-74	-341	-470
Readjustment amount - In Period Borrowing Costs	-1.116	-7.745	-10.675
Total borrowing requirement including financing costs	-1006	-1120	-1099

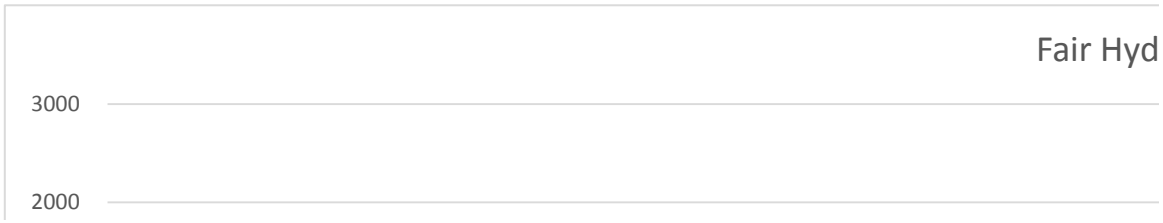
Annual

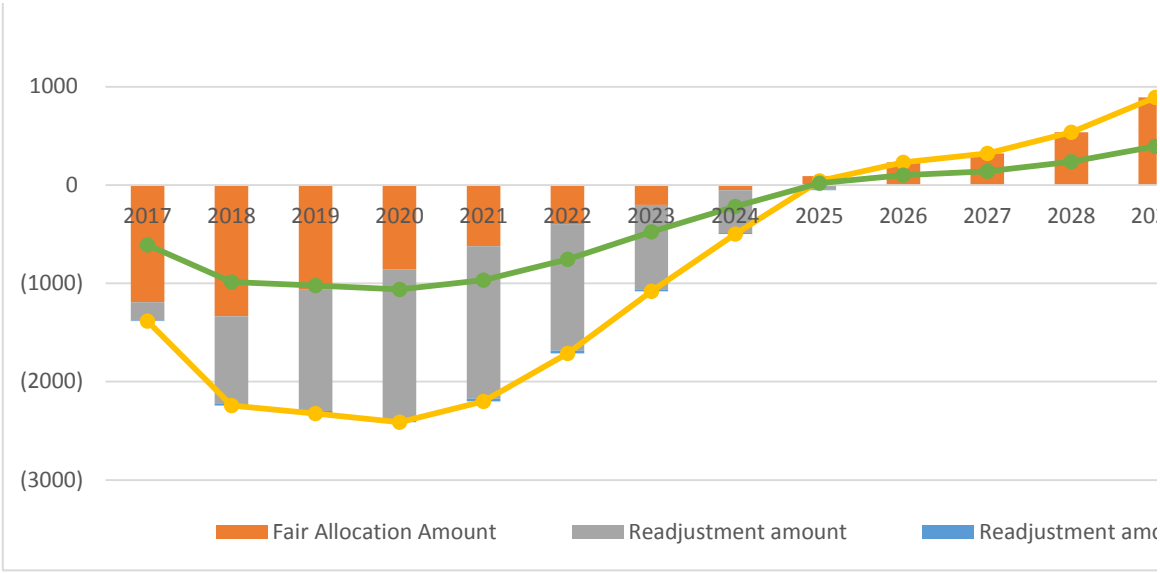
$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Readjustment amount	(188)	(885)	(1233)
Readjustment amount - In Period Borrowing Costs	(4)	(20)	(28)
Total borrowing requirement including financing costs	(1382)	(2241)	(2325)
OPG Equity Injection (44%)*	(608)	(986)	(1023)

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	(1580)	(1227)	(1014)
Readjustment amount	(358)	(997)	(1312)
Readjustment amount - In Period Borrowing Costs	(8)	(23)	(30)
Total borrowing requirement including financing costs	(1946)	(2247)	(2355)
OPG Equity Injection (44%)*	(856)	(989)	(1036)




1000
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2017
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2023
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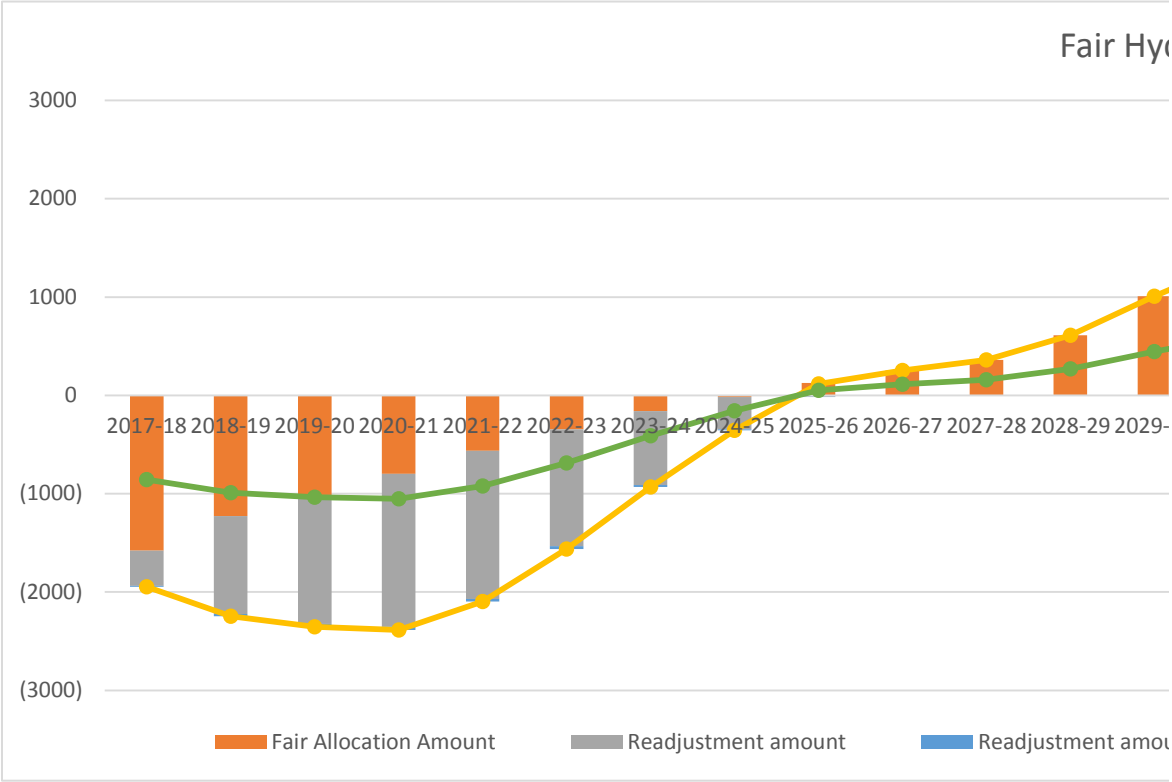
2026
2027
2028
Fair Allocation Amount
Readjustment amount


Fair Hy
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2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
Fair Allocation Amount
Readjustment amount

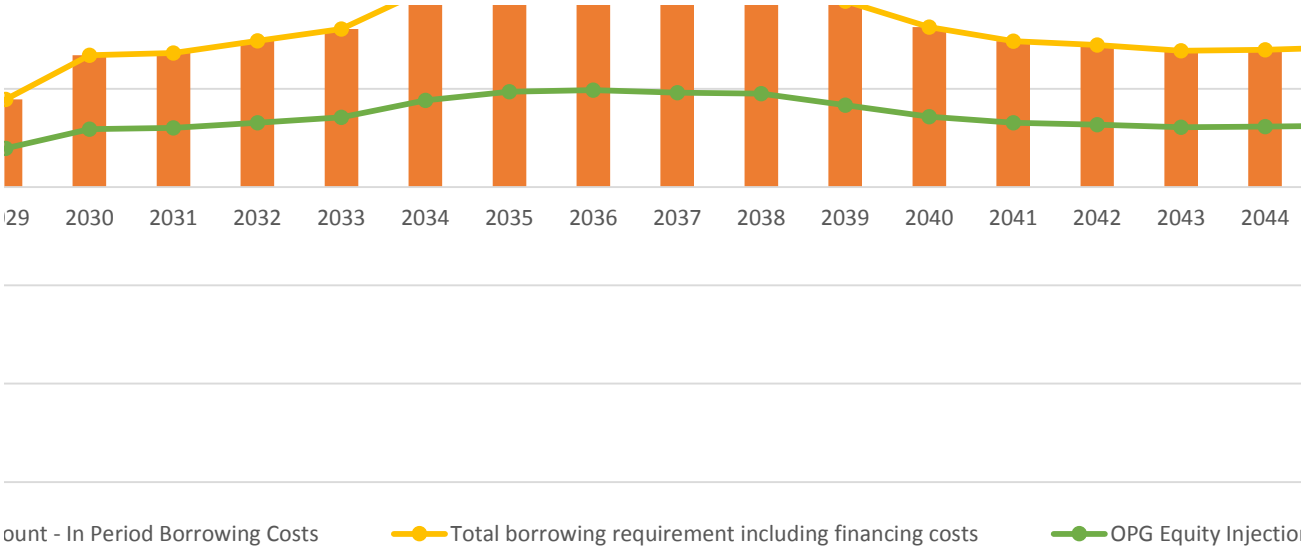
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-12.810	-14.013	-16.375	-17.738	-17.806	-1.879	-8.236	-15.830	-14.922
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(35)	(27)	(29)	(20)	(10)	(1)			
(2413)	(2199)	(1714)	(1080)	(499)	41	231	321	537
(1062)	(968)	(754)	(475)	(220)	18	102	141	236

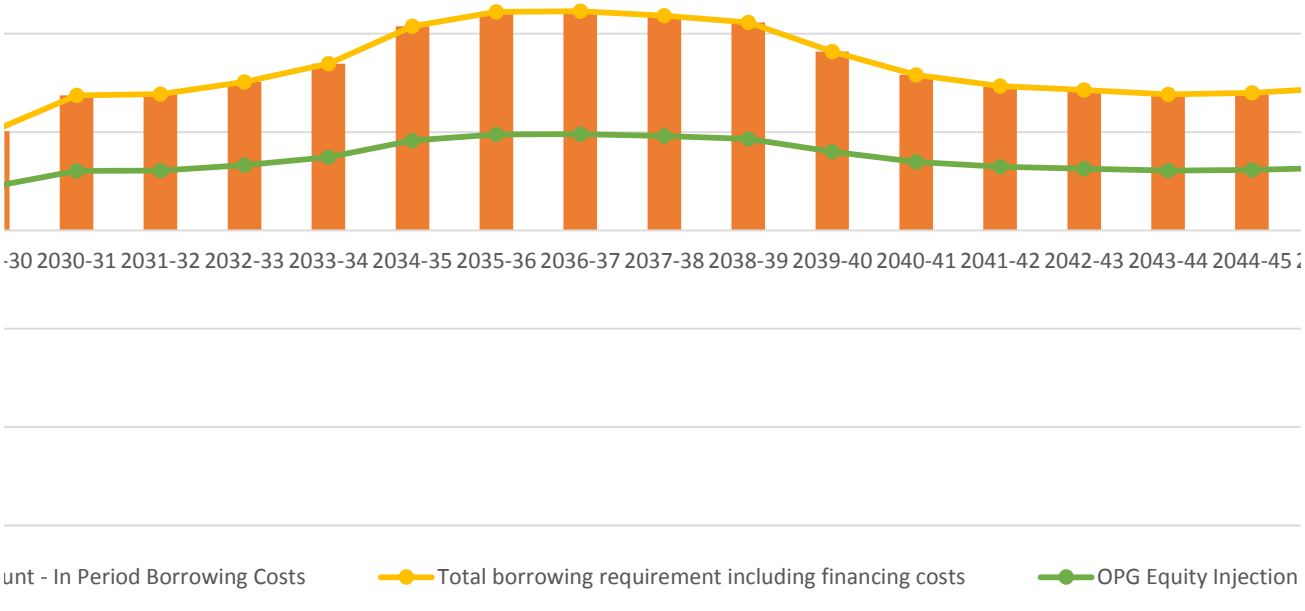
e.

2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(798)	(563)	(344)	(161)	(18)	128	254	362	613
(1555)	(1508)	(1191)	(752)	(329)	(12)			
(35)	(26)	(27)	(17)	(7)	(0)			
(2388)	(2097)	(1562)	(930)	(354)	115	254	362	613
(1051)	(923)	(687)	(409)	(156)	51	112	159	270

Iro Plan GA Financing - Calendar Year



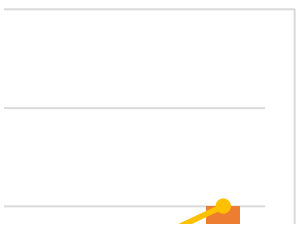
dro Plan GA Financing - Fiscal Year

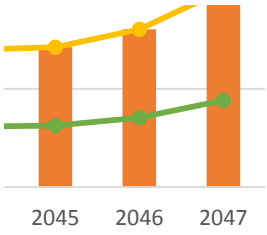


2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-11.379	-9.743	-6.518	-4.997	-1.658				
-631	-527	-337	-247	-52	45	95	121	141

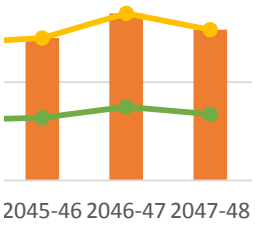
2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
892	1340	1365	1486	1609	2007	2201	2237	2185
392	590	600	654	708	883	969	984	961

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1010	1373	1385	1510	1694	2076	2221	2227	2183
1010	1373	1385	1510	1694	2076	2221	2227	2183
444	604	609	664	745	913	977	980	960





n (44%)*



(44%)*

2027-May	2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673

152
224
262
376
437
612
706
678
673

2038	2039	2040	2041	2042	2043	2044	2045	2046
2163	1892	1626	1484	1444	1385	1395	1421	1603
2163	1892	1626	1484	1444	1385	1395	1421	1603
952	832	716	653	635	610	614	625	705

2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
2114	1820	1580	1468	1430	1383	1398	1449	1699
2114	1820	1580	1468	1430	1383	1398	1449	1699
930	801	695	646	629	608	615	637	748

2031-Nov	**2032-May**	**2032-Nov**	**2033-May**	**2033-Nov**	**2034-May**	**2034-Nov**	**2035-May**	**2035-Nov**
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2047

2006

2006

883

2047-48

1534

1534

675

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

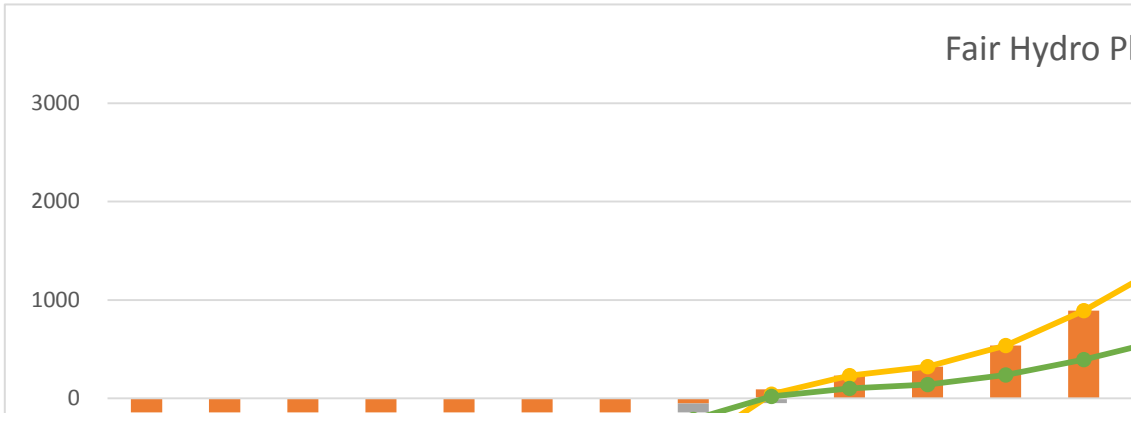
Annual

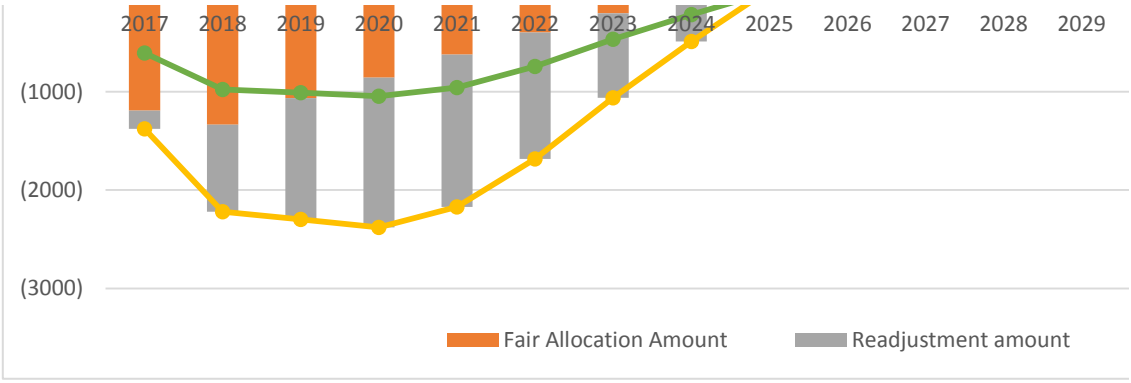
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1




2017
2018
2019
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2021
2022
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2026
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2029
(1000)
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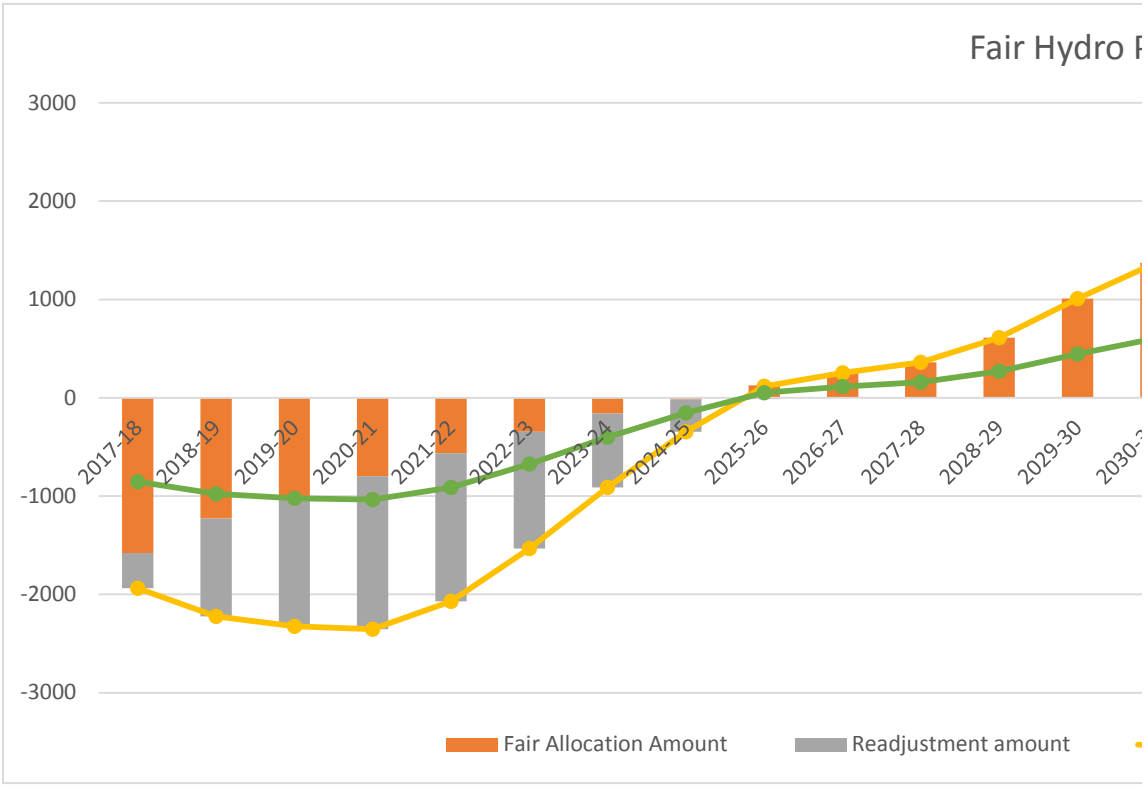
(3000)
Fair Allocation Amount
Readjustment amount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-1000
-2000
-3000
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

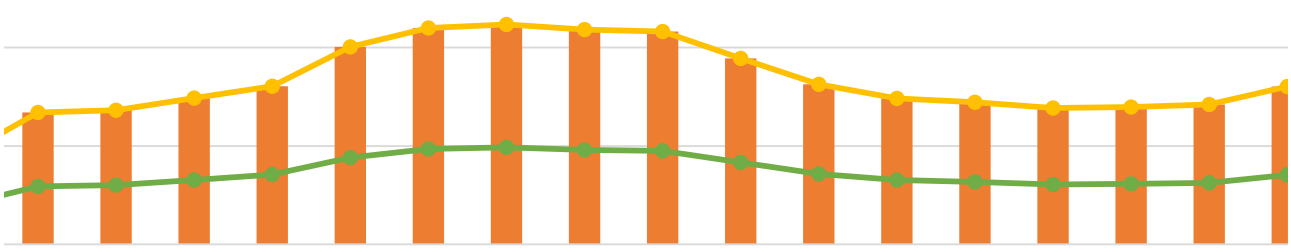
2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

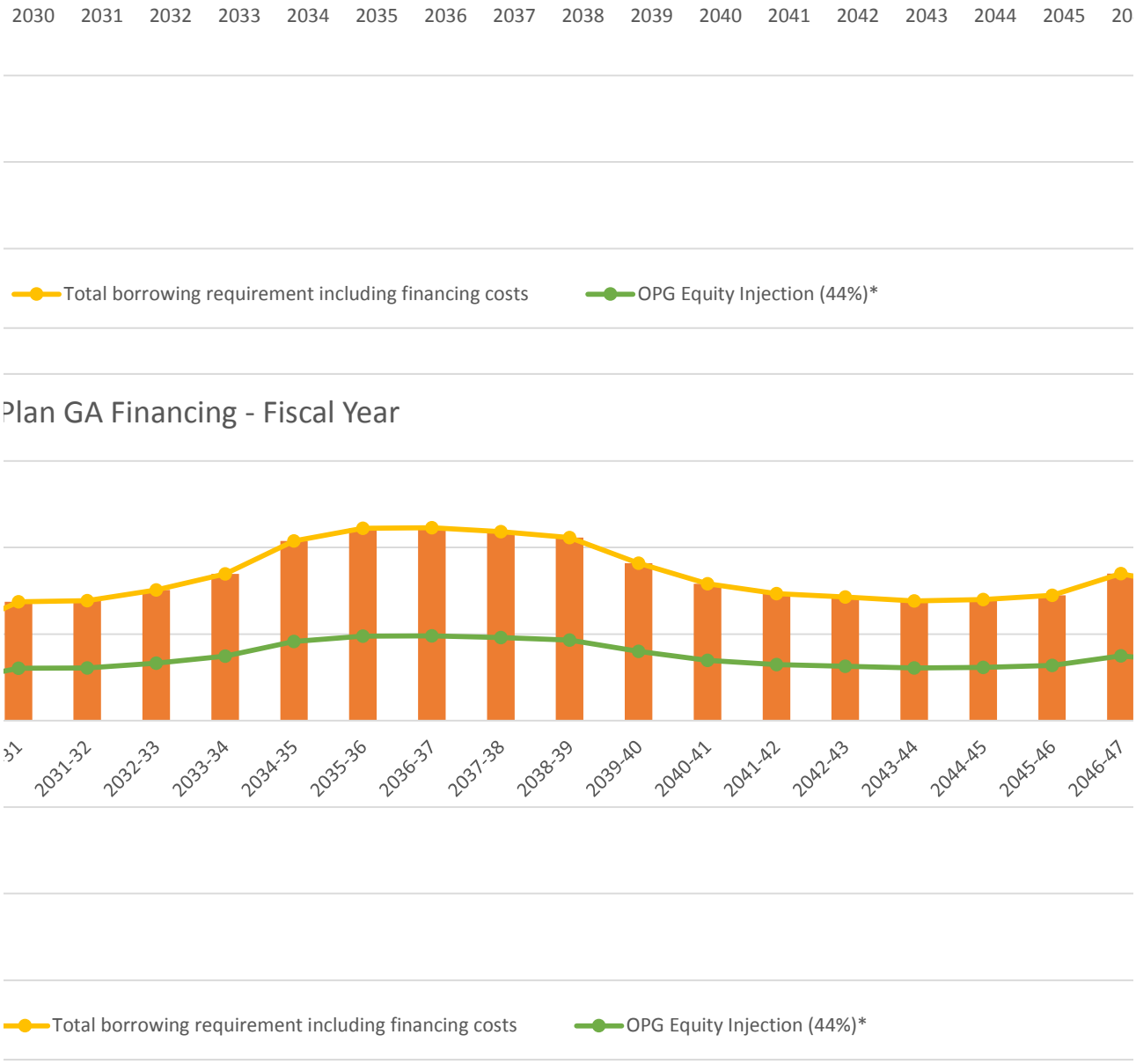
2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

ble.

2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

Ian GA Financing - Calendar Year

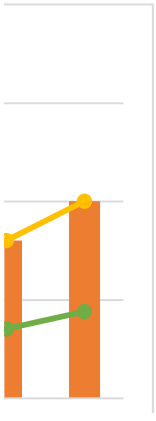


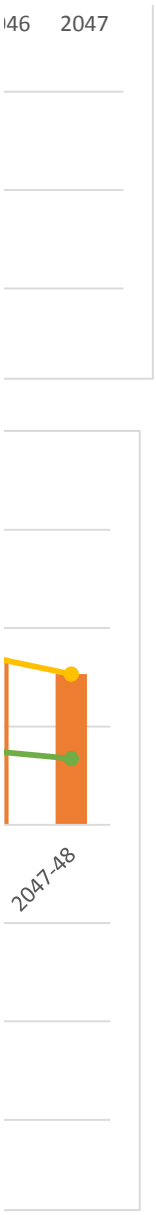

2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94




46
2047
2047-48

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017 Jul	2017 Nov	2018 May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Readjustment amount	-74	-341	-470
Readjustment amount - In Period Borrowing Costs	-1.116	-7.745	-10.675
Total borrowing requirement including financing costs	-1006	-1120	-1099

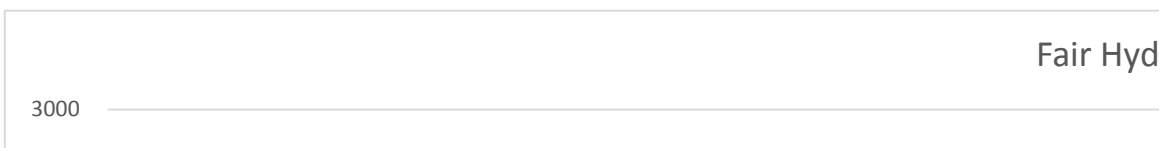
Annual

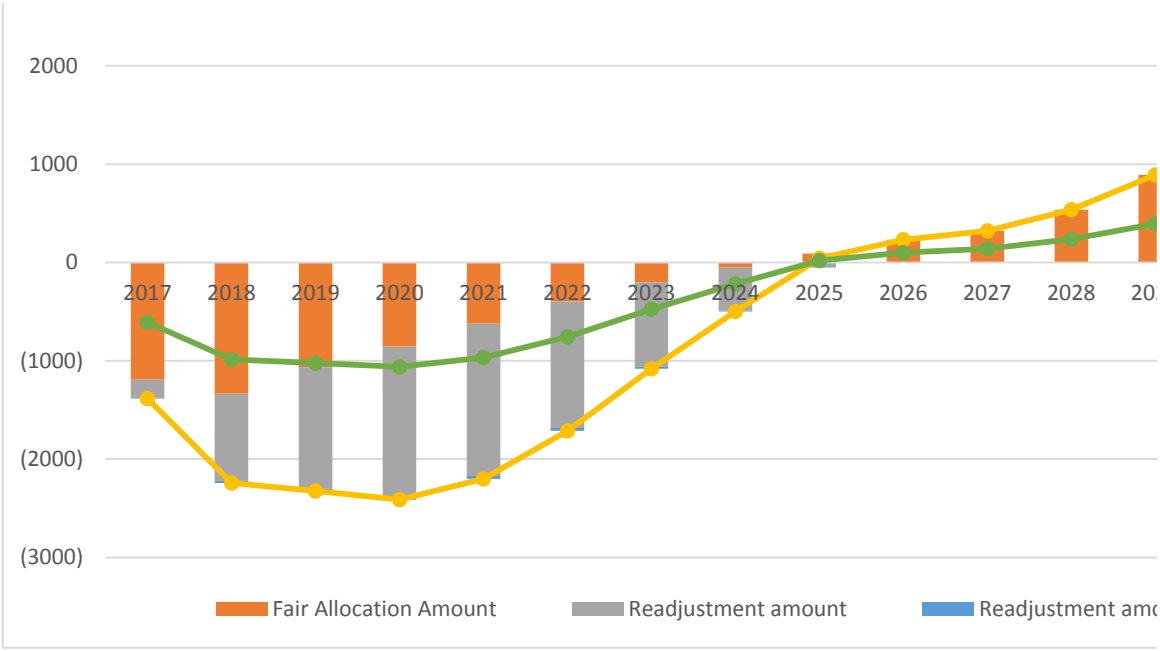
$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Readjustment amount	(188)	(885)	(1233)
Readjustment amount - In Period Borrowing Costs	(4)	(20)	(28)
Total borrowing requirement including financing costs	(1382)	(2241)	(2325)
Accumulated borrowing requirement including financing costs		(3623)	(5948)
OPG Equity Injection (44%)*	(608)	(986)	(1023)

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	(1580)	(1227)	(1014)
Readjustment amount	(358)	(997)	(1312)
Readjustment amount - In Period Borrowing Costs	(8)	(23)	(30)
Total borrowing requirement including financing costs	(1946)	(2247)	(2355)
Accumulated borrowing requirement including financing costs		(4193)	(6548)
OPG Equity Injection (44%)*	(856)	(989)	(1036)

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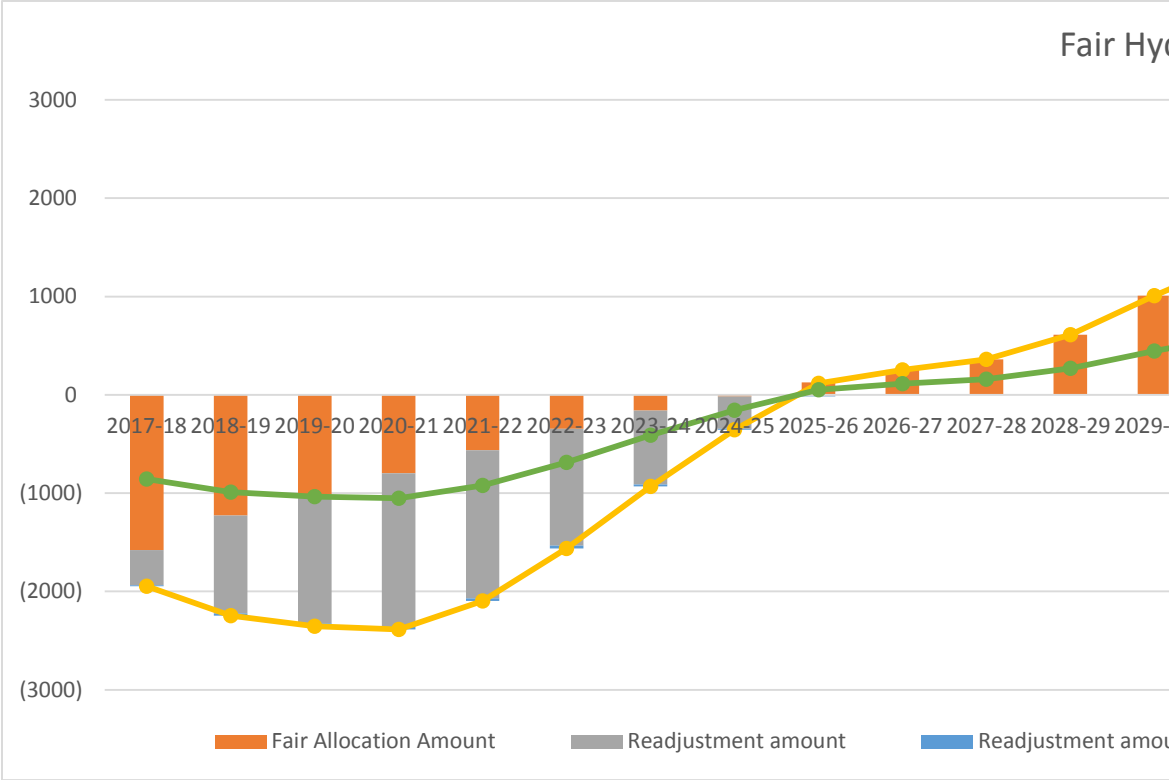
Fair Allocation Amount
Readjustment amount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2024-25
2025-26
2026-27
2027-28
2028-29
Fair Allocation Amount
Readjustment amount

2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-12.810	-14.013	-16.375	-17.738	-17.806	-1.879	-8.236	-15.830	-14.922
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(35)	(27)	(29)	(20)	(10)	(1)			
(2413)	(2199)	(1714)	(1080)	(499)	41	231	321	537
(8361)	(10560)	(12273)	(13353)	(13852)	(13811)	(13579)	(13259)	(12722)
(1062)	(968)	(754)	(475)	(220)	18	102	141	236

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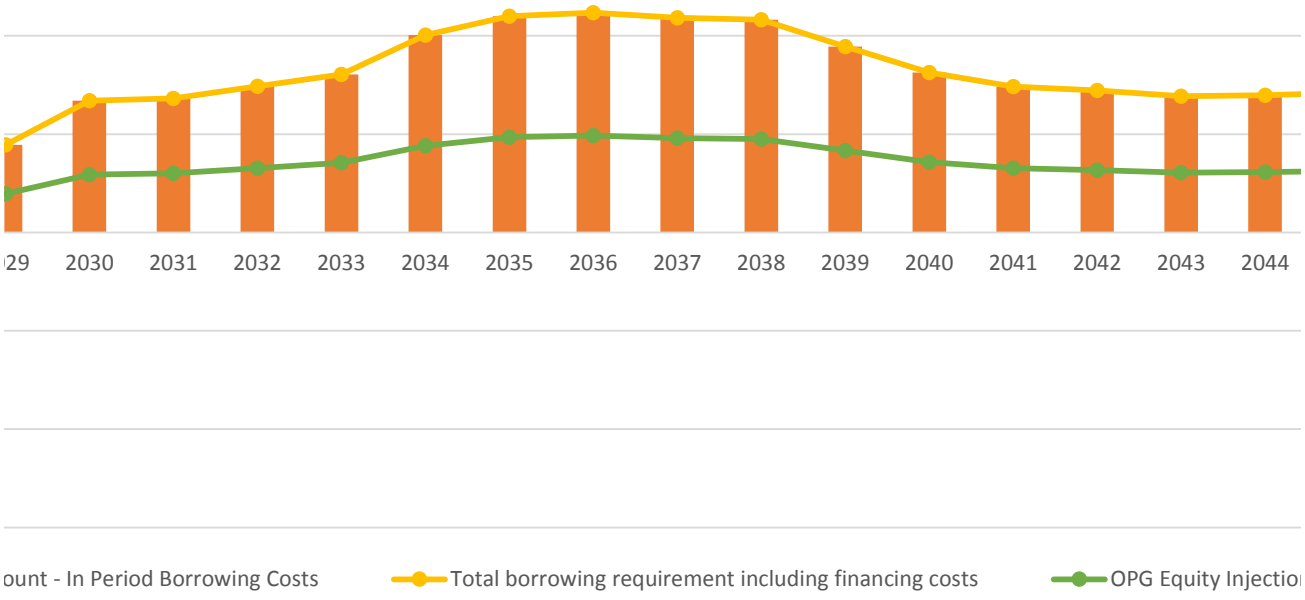
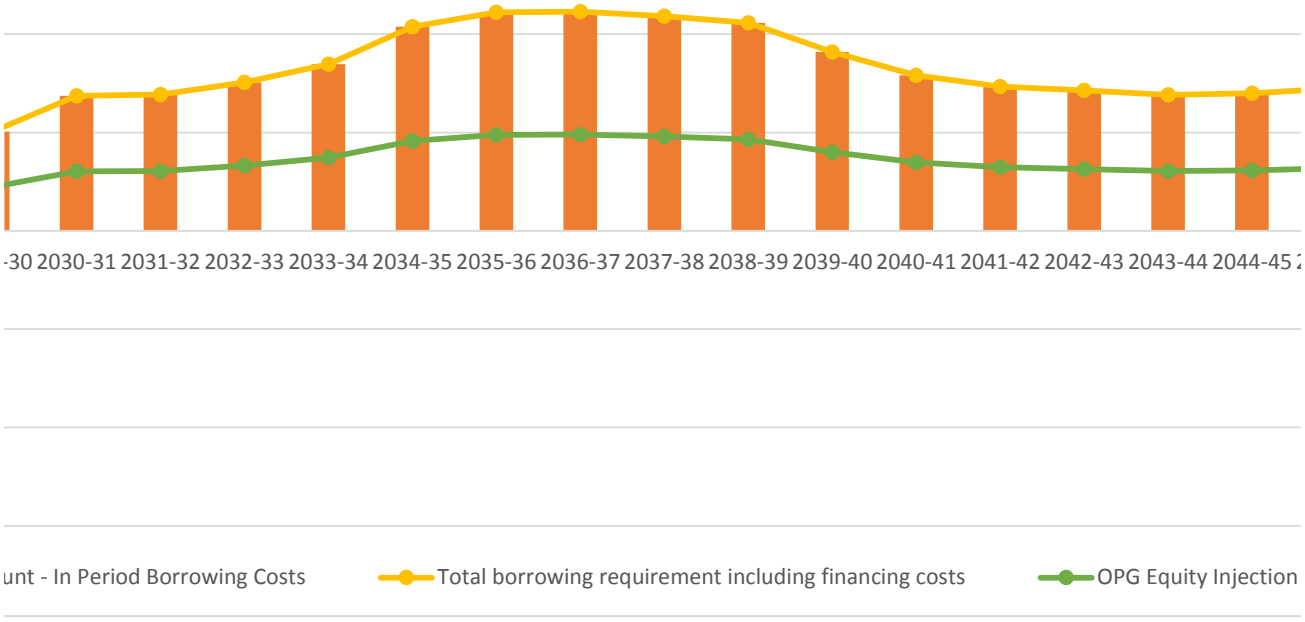
2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(798)	(563)	(344)	(161)	(18)	128	254	362	613
(1555)	(1508)	(1191)	(752)	(329)	(12)			
(35)	(26)	(27)	(17)	(7)	(0)			
(2388)	(2097)	(1562)	(930)	(354)	115	254	362	613
(8936)	(11033)	(12594)	(13525)	(13878)	(13763)	(13509)	(13147)	(12534)
(1051)	(923)	(687)	(409)	(156)	51	112	159	270

Iro Plan GA Financing - Calendar Year



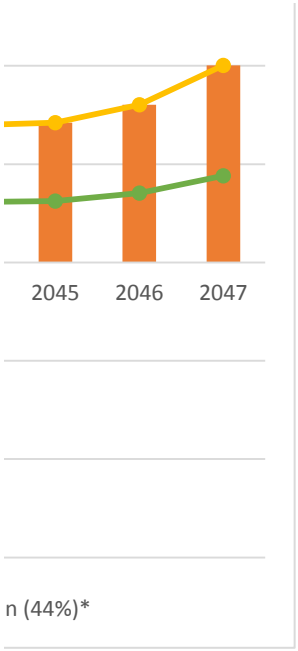
dro Plan GA Financing - Fiscal Year



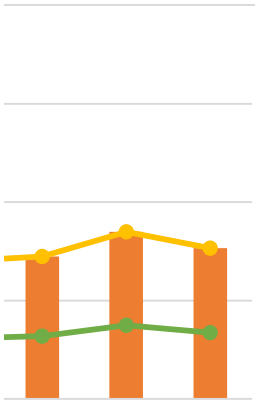
2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-11.379	-9.743	-6.518	-4.997	-1.658				
-631	-527	-337	-247	-52	45	95	121	141

2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
892	1340	1365	1486	1609	2007	2201	2237	2185
(11830)	(10490)	(9126)	(7640)	(6031)	(4024)	(1823)	415	2599
392	590	600	654	708	883	969	984	961

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1010	1373	1385	1510	1694	2076	2221	2227	2183
1010	1373	1385	1510	1694	2076	2221	2227	2183
(11524)	(10151)	(8766)	(7256)	(5563)	(3487)	(1265)	962	3145
444	604	609	664	745	913	977	980	960



n (44%)*



(44%)*

2027-May	2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673

152
224
262
376
437
612
706
678
673

2038	2039	2040	2041	2042	2043	2044	2045	2046
2163	1892	1626	1484	1444	1385	1395	1421	1603
2163	1892	1626	1484	1444	1385	1395	1421	1603
4762	6654	8281	9764	11208	12593	13988	15410	17013
952	832	716	653	635	610	614	625	705

2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
2114	1820	1580	1468	1430	1383	1398	1449	1699
2114	1820	1580	1468	1430	1383	1398	1449	1699
5258	7078	8659	10127	11556	12939	14337	15786	17485
930	801	695	646	629	608	615	637	748

2031-Nov	2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2047
2006

2006

19019
883

2047-48
1534

1534

19019
675

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

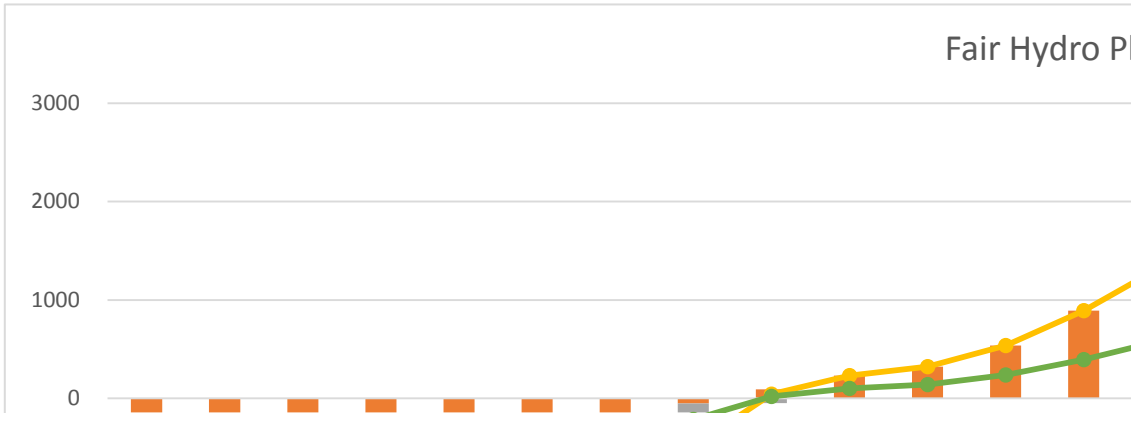
Annual

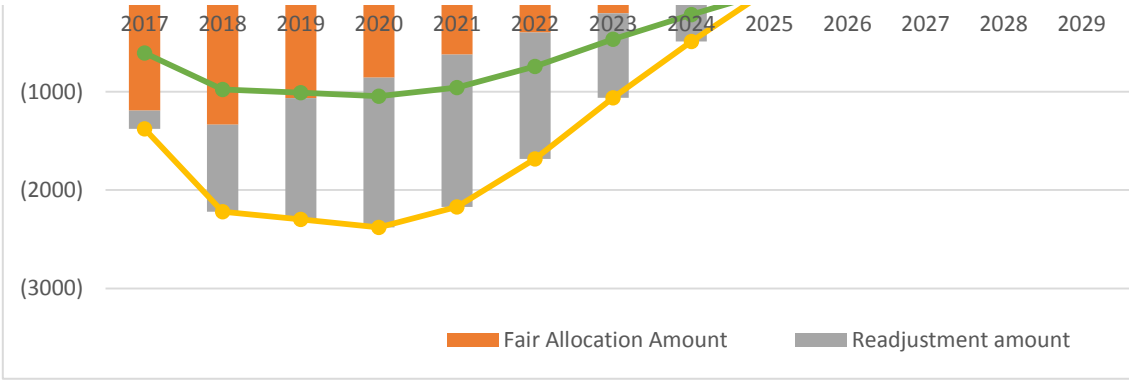
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1




2017
2018
2019
2020
2021
2022
2023
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2025
2026
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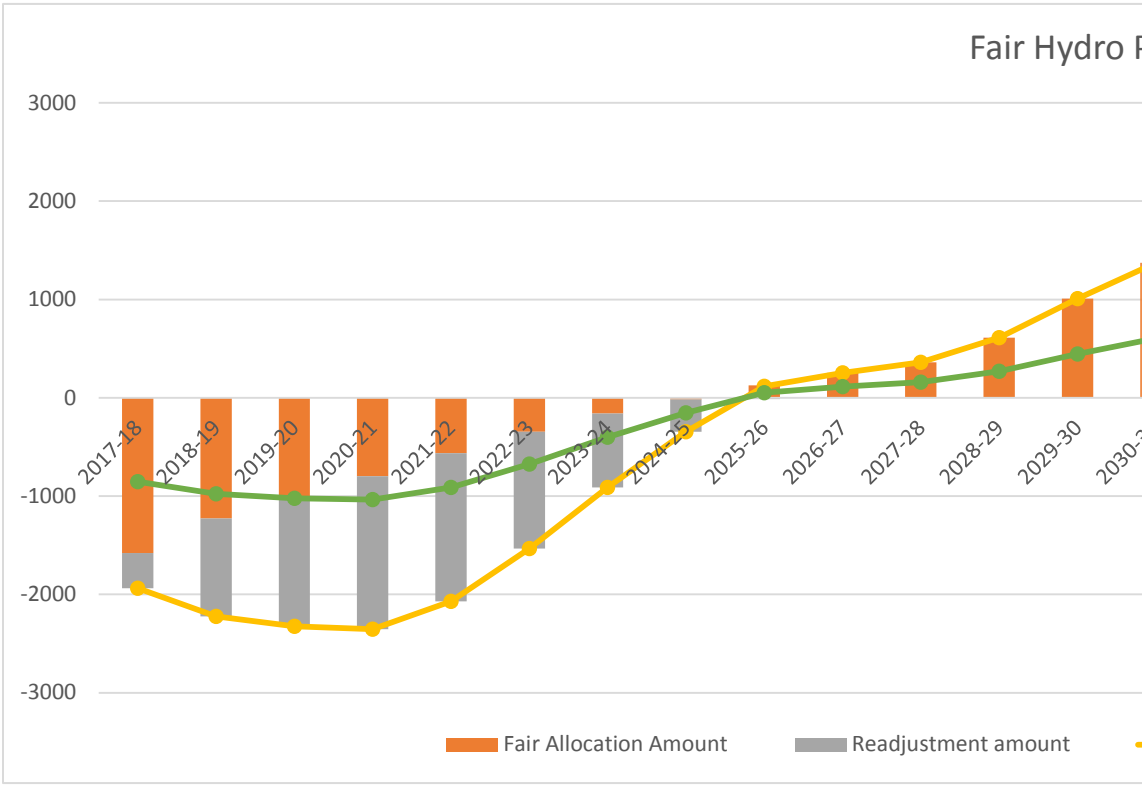
2028
2029
(1000)
(2000)
(3000)
Fair Allocation Amount
Readjustment amount


Fair Hydro F
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1000
0
-1000
-2000
-3000
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

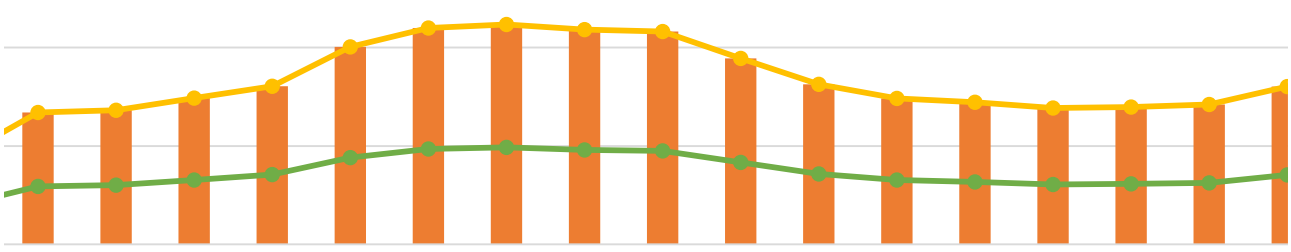
2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

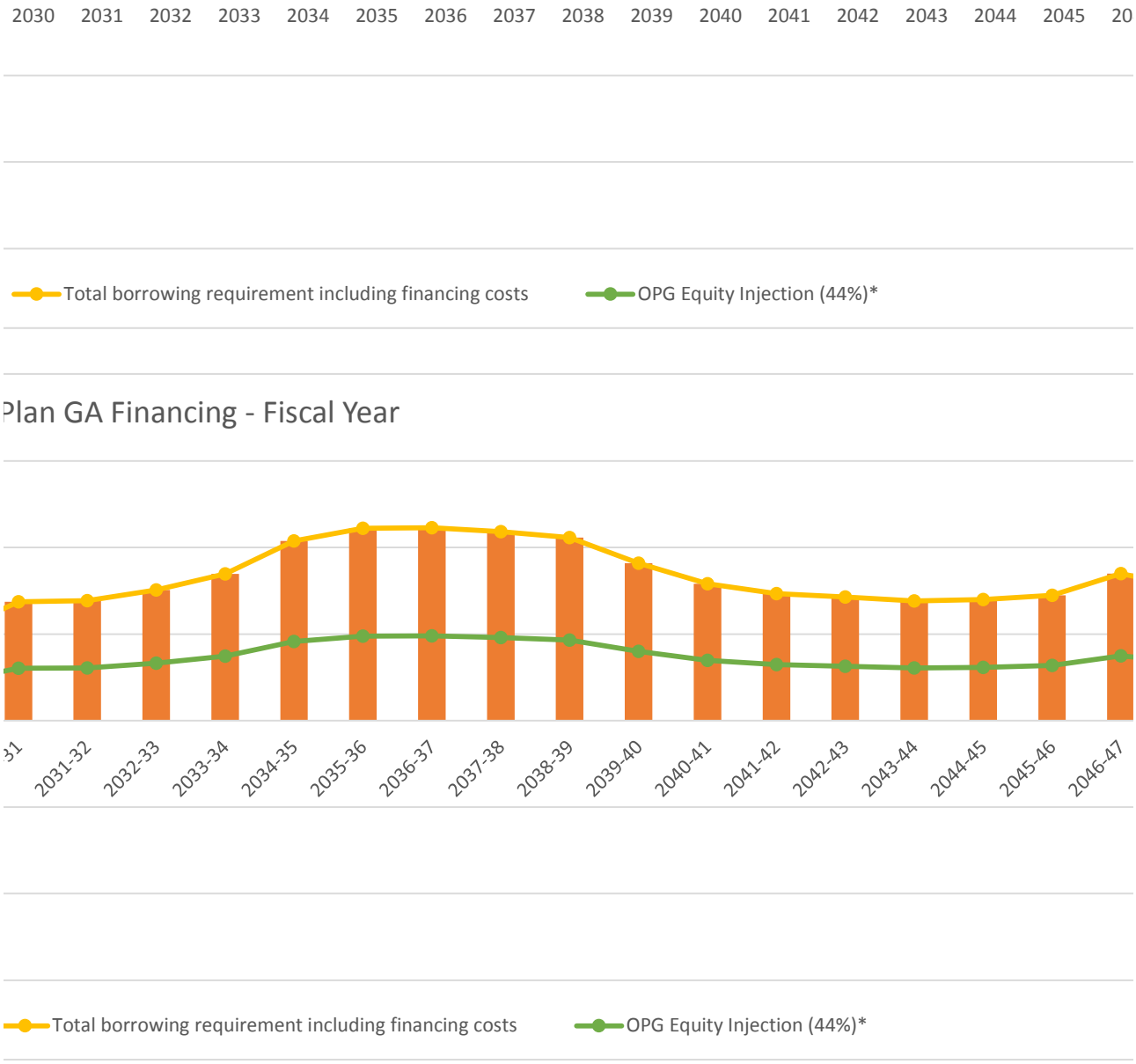
2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

ble.

2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

Ian GA Financing - Calendar Year

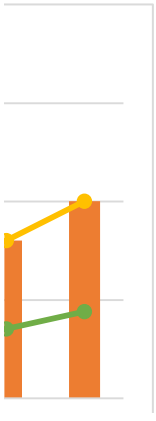


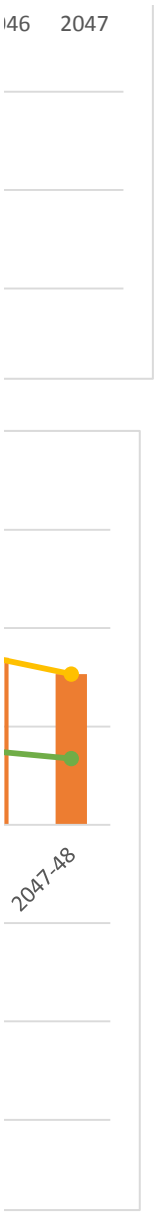

2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94




46
2047
2047-48

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Fair Allocation Amount - interest	-14.044	-18.012	-14.695
Readjustment amount	-74	-341	-470
Readjustment amount - In Period Borrowing Costs	-1.116	-7.770	-10.851
Total borrowing requirement including financing costs	-1020	-1138	-1114
Accumulated borrowing requirement including financing costs		-2158	-3272

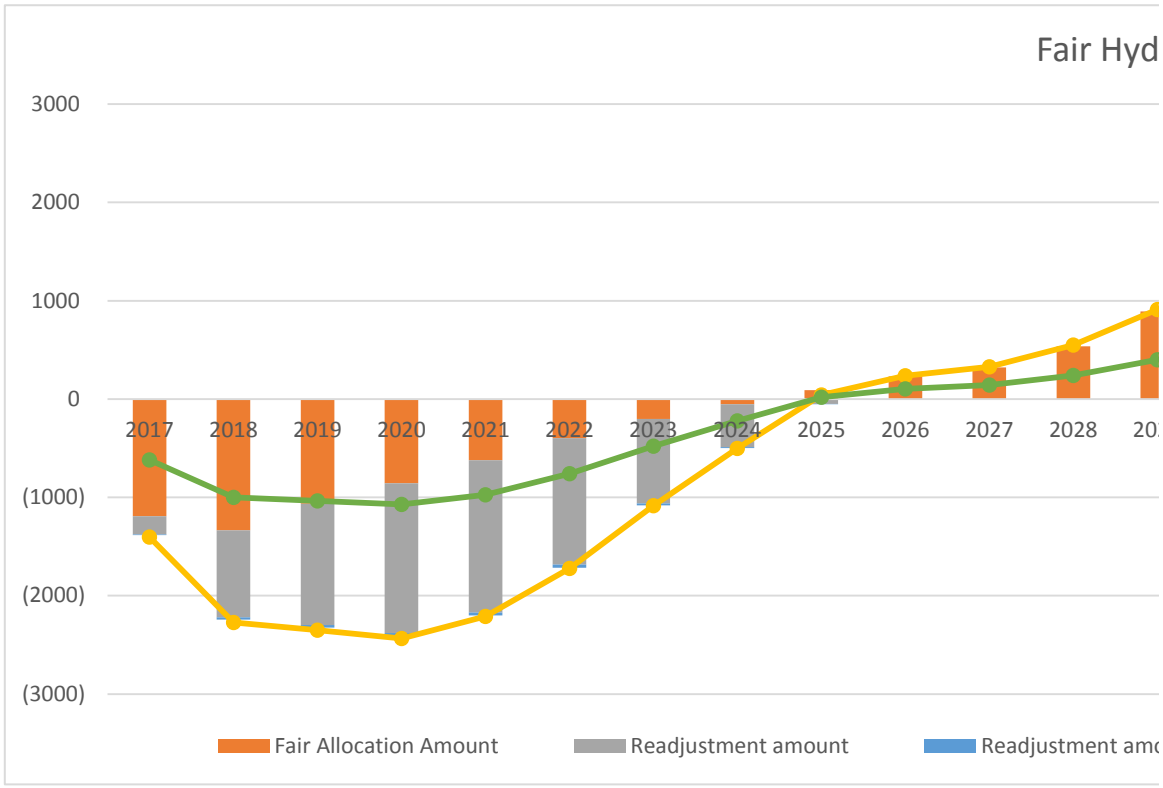
Annual

$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Fair Allocation Amount - interest	(20)	(31)	(25)
Readjustment amount	(188)	(885)	(1233)
Readjustment amount - In Period Borrowing Costs	(4)	(20)	(29)
Total borrowing requirement including financing costs	(1402)	(2272)	(2350)
Accumulated borrowing requirement including financing costs		(3675)	(6025)
OPG Equity Injection (44%)*	(617)	(1000)	(1034)

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	(1580)	(1227)	(1014)
Fair Allocation Amount - interest	(29)	(29)	(24)
Readjustment amount	(358)	(997)	(1312)
Readjustment amount - In Period Borrowing Costs	(8)	(23)	(30)
Total borrowing requirement including financing costs	(1975)	(2276)	(2380)
Accumulated borrowing requirement including financing costs		(4251)	(6630)
OPG Equity Injection (44%)*	(869)	(1001)	(1047)


Fair Hyd
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2017
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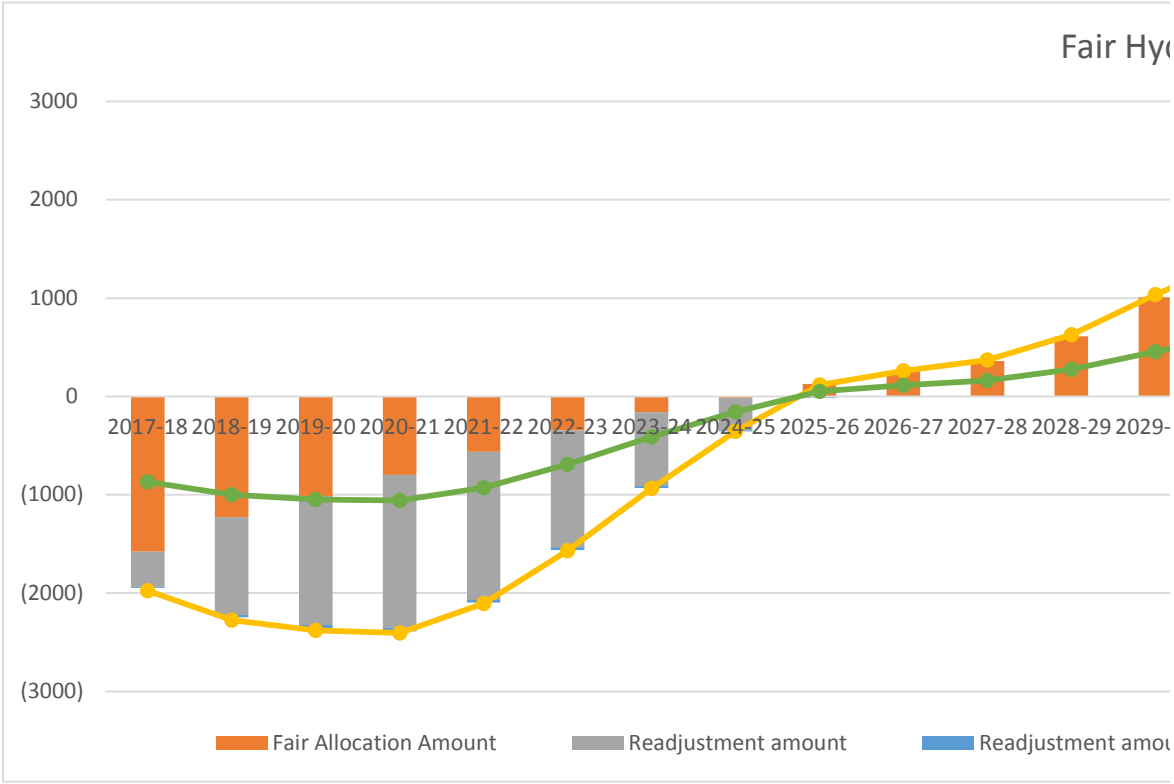
Fair Allocation Amount
Readjustment amount


Fair Hyd
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2017-18
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2020-21
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2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
Fair Allocation Amount
Readjustment amount

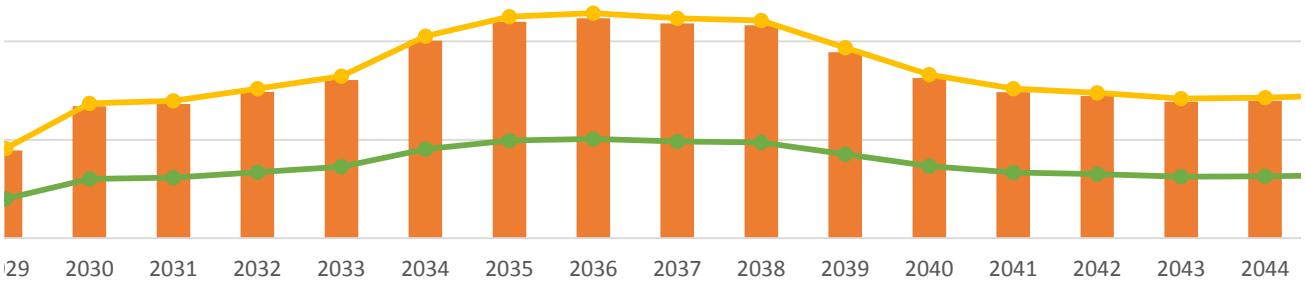
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-13.098	-12.448	-10.776	-10.034	-8.132	-0.797	-3.225	-5.365	-4.596
-564	-617	-721	-781	-784	-250	-546	-697	-657
-13.056	-14.310	-16.700	-18.117	-18.218	-2.015	-8.267	-16.018	-15.286
-1139	-1164	-1194	-1222	-1140	-349	-762	-935	-859
-4411	-5575	-6769	-7991	-9131	-9480	-10242	-11178	-12036

2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(20)	(11)	(9)	(5)	(1)	2	5	7	12
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(35)	(28)	(30)	(20)	(10)	(1)			
(2433)	(2211)	(1723)	(1085)	(501)	43	237	328	549
(8458)	(10669)	(12392)	(13477)	(13978)	(13935)	(13698)	(13370)	(12821)
(1071)	(973)	(758)	(477)	(220)	19	104	144	242

ɜ.

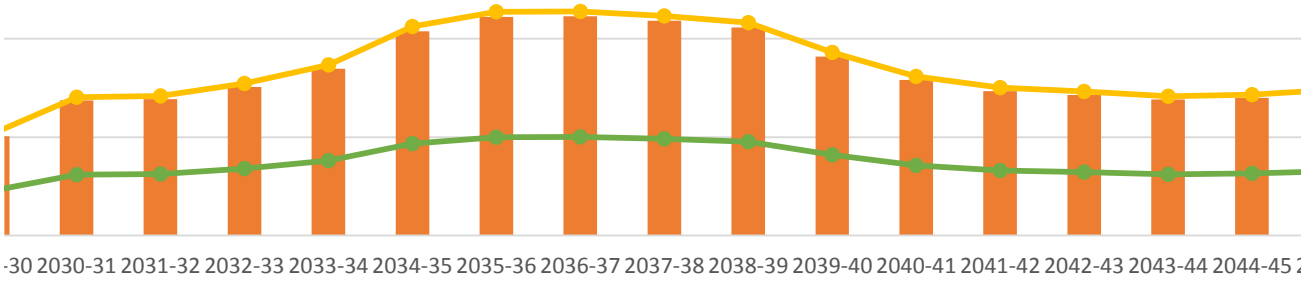
2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(798)	(563)	(344)	(161)	(18)	128	254	362	613
(19)	(10)	(8)	(4)	(0)	3	6	8	14
(1555)	(1508)	(1191)	(752)	(329)	(12)			
(36)	(27)	(28)	(18)	(8)	(0)			
(2407)	(2107)	(1571)	(934)	(355)	118	260	371	627
(9037)	(11145)	(12715)	(13649)	(14004)	(13886)	(13626)	(13255)	(12628)
(1059)	(927)	(691)	(411)	(156)	52	114	163	276

lro Plan GA Financing - Calendar Year



ount - In Period Borrowing Costs — Total borrowing requirement including financing costs — OPG Equity Injectio

dro Plan GA Financing - Fiscal Year

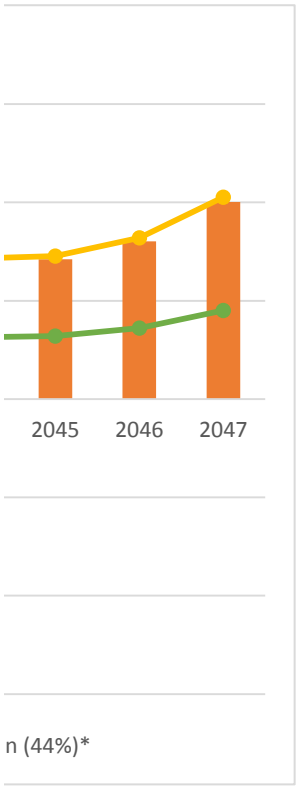


unt - In Period Borrowing Costs — Total borrowing requirement including financing costs — OPG Equity Injection

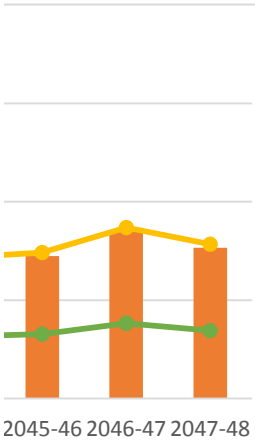
2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-3.057	-2.295	-1.188	-0.640	0.462	1.033	2.181	2.798	3.266
-501	-429	-287	-220	-73				
-11.726	-10.010	-6.746	-5.150	-1.775				
-634	-529	-338	-248	-52	46	97	124	144
-12670	-13200	-13538	-13786	-13837	-13791	-13694	-13570	-13426

2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
21	31	32	34	37	47	51	52	51
912	1371	1396	1520	1646	2054	2252	2289	2235
(11909)	(10537)	(9141)	(7621)	(5975)	(3921)	(1669)	621	2856
401	603	614	669	724	904	991	1007	984

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1010	1373	1385	1510	1694	2076	2221	2227	2183
23	32	32	35	39	48	52	52	51
1033	1405	1417	1545	1733	2124	2273	2279	2233
(11595)	(10191)	(8773)	(7228)	(5495)	(3371)	(1098)	1181	3414
455	618	624	680	762	935	1000	1003	983



n (44%)*



(44%)*

2027-May	**2027-Nov**	**2028-May**	**2028-Nov**	**2029-May**	**2029-Nov**	**2030-May**	**2030-Nov**	**2031-May**
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
3.526	5.168	6.068	8.678	10.122	14.130	16.356	15.770	15.643
156	229	268	385	447	626	722	694	689
-13270	-13041	-12773	-12388	-11941	-11315	-10593	-9899	-9210

2038	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**
2163	1892	1626	1484	1444	1385	1395	1421	1603
50	44	38	35	34	32	32	33	37
2213	1936	1664	1518	1477	1418	1427	1454	1640
5069	7005	8670	10188	11665	13083	14510	15964	17605
974	852	732	668	650	624	628	640	722

2038-39	**2039-40**	**2040-41**	**2041-42**	**2042-43**	**2043-44**	**2044-45**	**2045-46**	**2046-47**
2114	1820	1580	1468	1430	1383	1398	1449	1699
49	42	37	34	33	32	32	34	39
2163	1862	1617	1502	1463	1415	1430	1482	1738
5577	7439	9056	10559	12022	13437	14867	16350	18088
952	819	712	661	644	623	629	652	765

2031-Nov	2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
16.685	17.436	17.816	18.234	21.695	23.750	24.955	25.845	25.911
736	768	785	803	959	1048	1100	1139	1141
-8475	-7706	-6921	-6118	-5159	-4112	-3012	-1873	-732

2047
2006
46
2052
19657
903

2047-48
1534
35
1569
19657
690

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
26.230	25.465	25.357	25.355	25.673	23.113	22.056	19.761	18.823
1155	1120	1116	1116	1131	1015	970	868	828
423	1544	2660	3776	4907	5922	6892	7760	8588

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
17.598	17.161	16.856	16.917	16.214	16.040	16.081	16.286	16.223
774	755	742	745	713	706	708	717	714
9361	10117	10858	11603	12317	13023	13731	14448	15162

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
16.380	17.474	18.249	21.877	31.749	
721	770	804	967	1408	
15884	16654	17458	18425	19833	

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

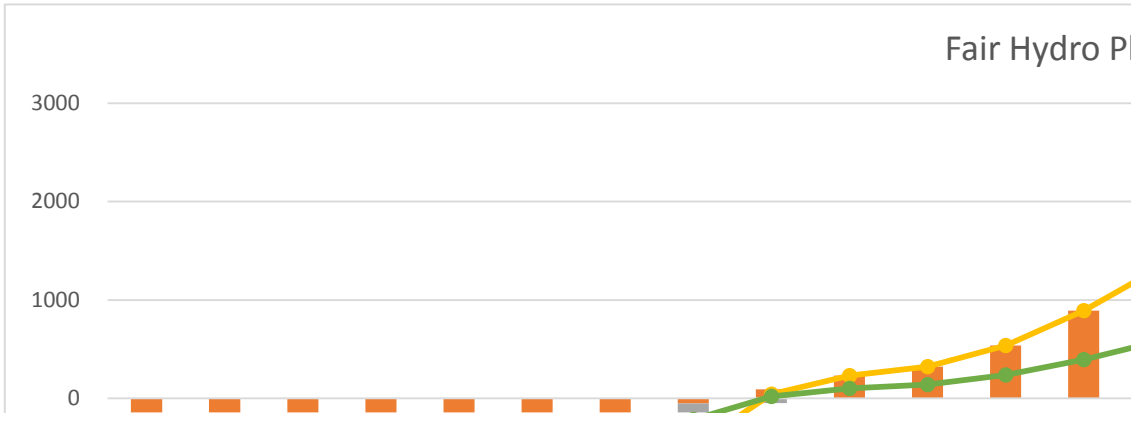
Annual

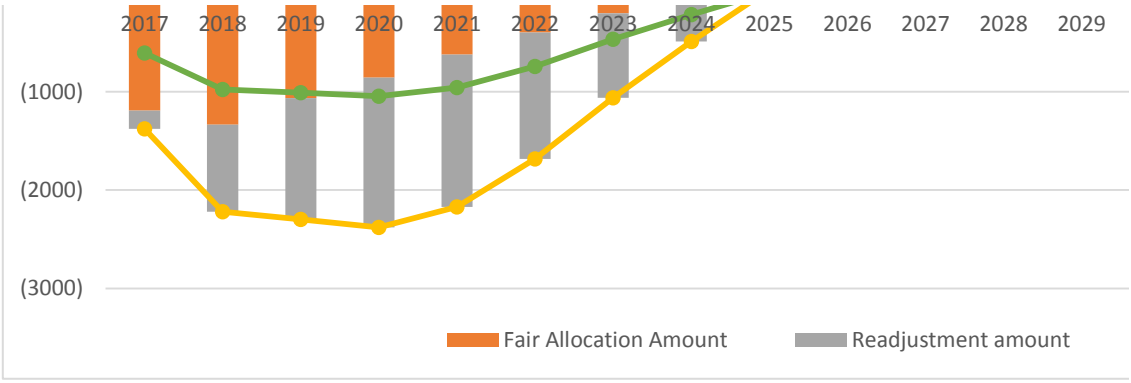
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

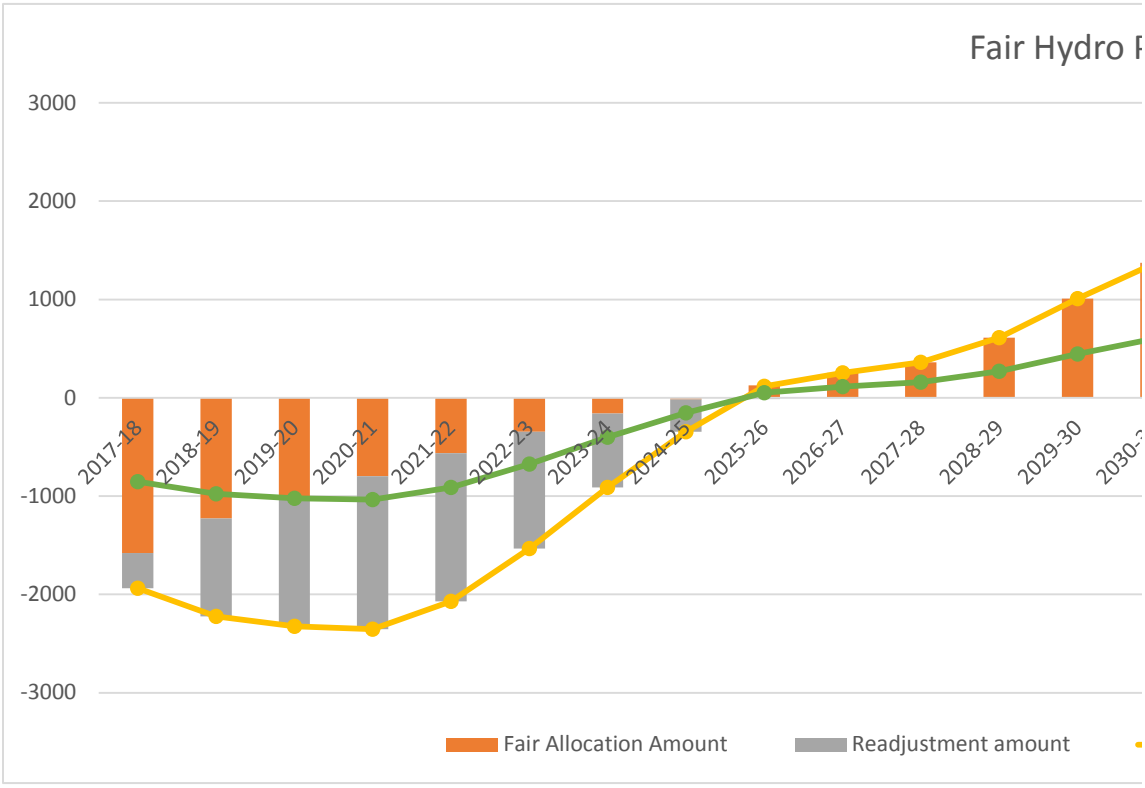
*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1




2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
(1000)
(2000)
(3000)
Fair Allocation Amount
Readjustment amount


Fair Hydro F
3000
2000
1000
0
-1000
-2000
-3000
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

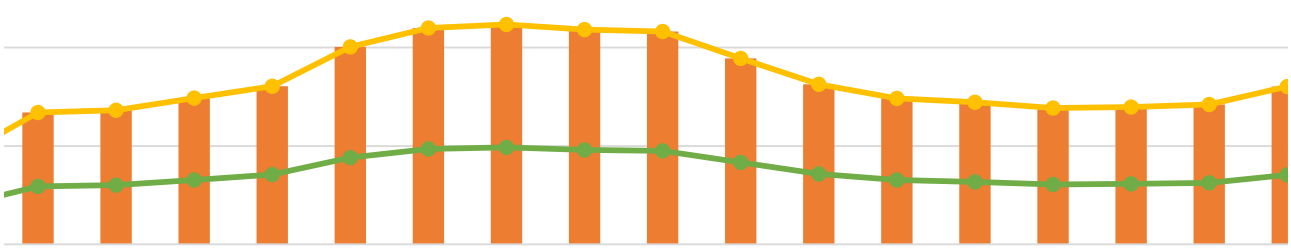
2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

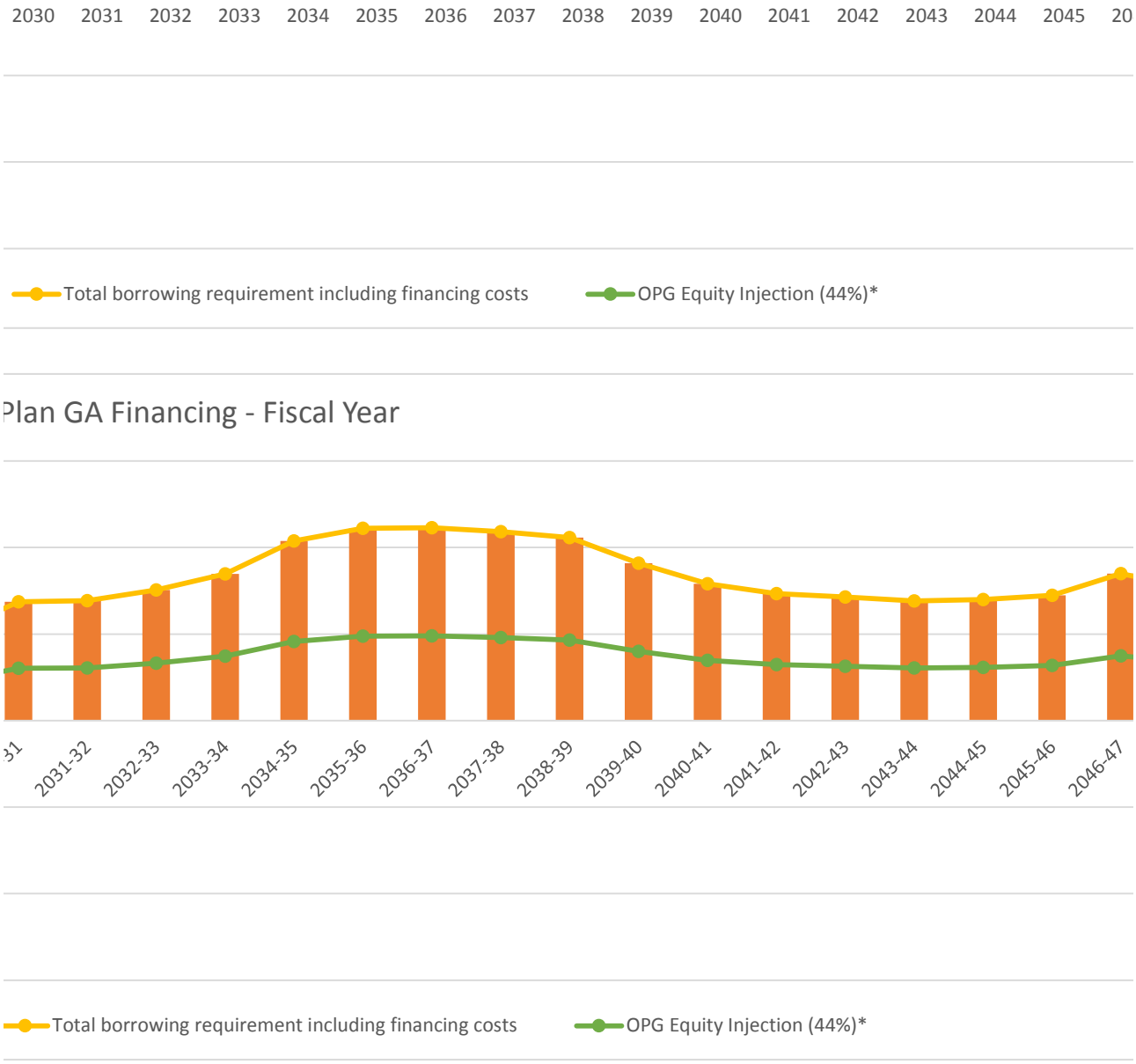
2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

ble.

2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

Ian GA Financing - Calendar Year

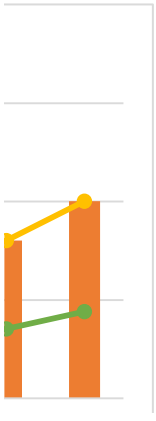


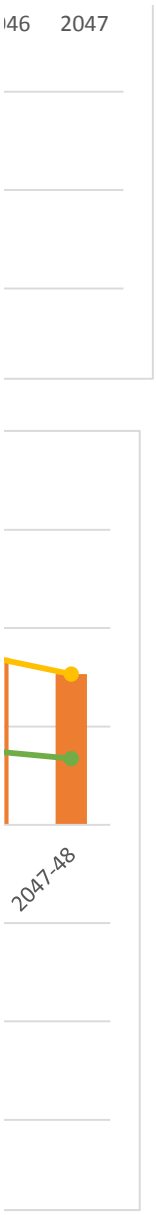

2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94




46
2047
2047-48

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Fair Allocation Amount - interest	-14.044	-18.012	-14.695
Readjustment amount	-74	-341	-470
Readjustment amount - In Period Borrowing Costs	-1.116	-7.770	-10.851
Total borrowing requirement including financing costs	-1020	-1138	-1114
Accumulated borrowing requirement including financing costs		-2158	-3272

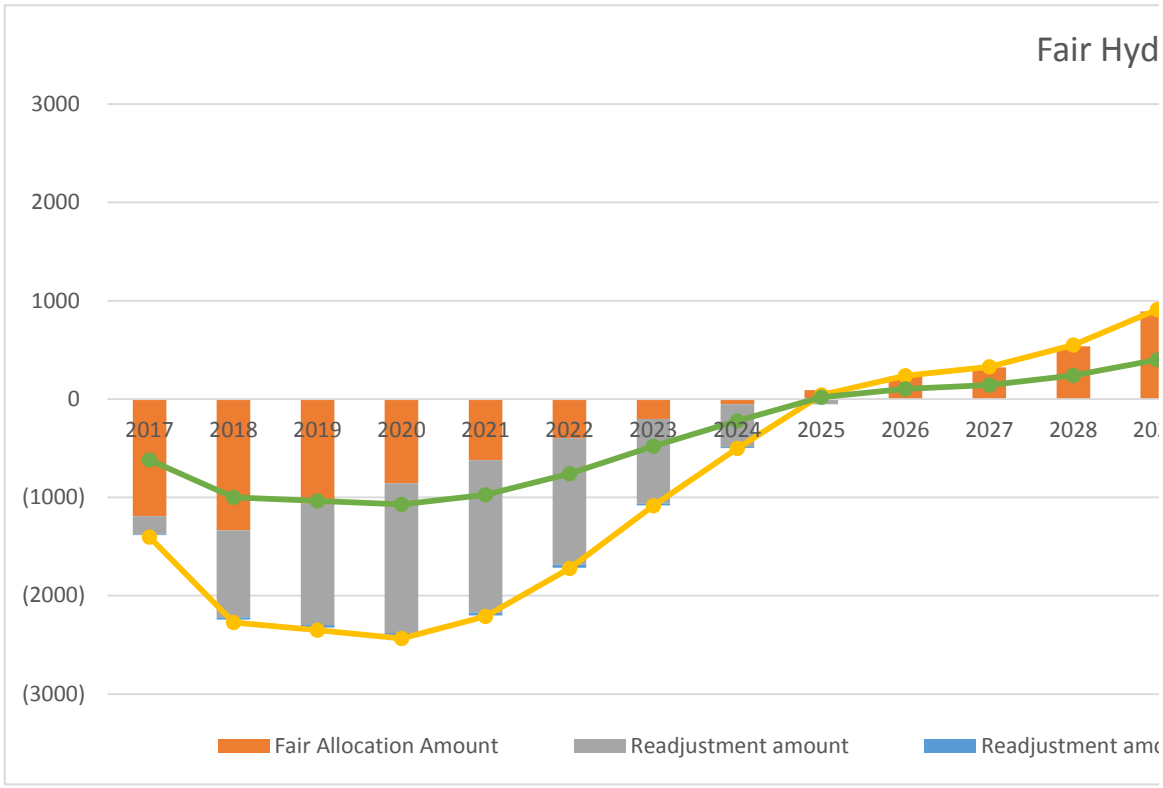
Annual

$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Fair Allocation Amount - interest	(20)	(31)	(25)
Readjustment amount	(188)	(885)	(1233)
Readjustment amount - In Period Borrowing Costs	(4)	(20)	(29)
Total borrowing requirement including financing costs	(1402)	(2272)	(2350)
Accumulated borrowing requirement including financing costs		(3675)	(6025)
OPG Equity Injection (44%)*	(617)	(1000)	(1034)

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	(1580)	(1227)	(1014)
Fair Allocation Amount - interest	(29)	(29)	(24)
Readjustment amount	(358)	(997)	(1312)
Readjustment amount - In Period Borrowing Costs	(8)	(23)	(30)
Total borrowing requirement including financing costs	(1975)	(2276)	(2380)
Accumulated borrowing requirement including financing costs		(4251)	(6630)
OPG Equity Injection (44%)*	(869)	(1001)	(1047)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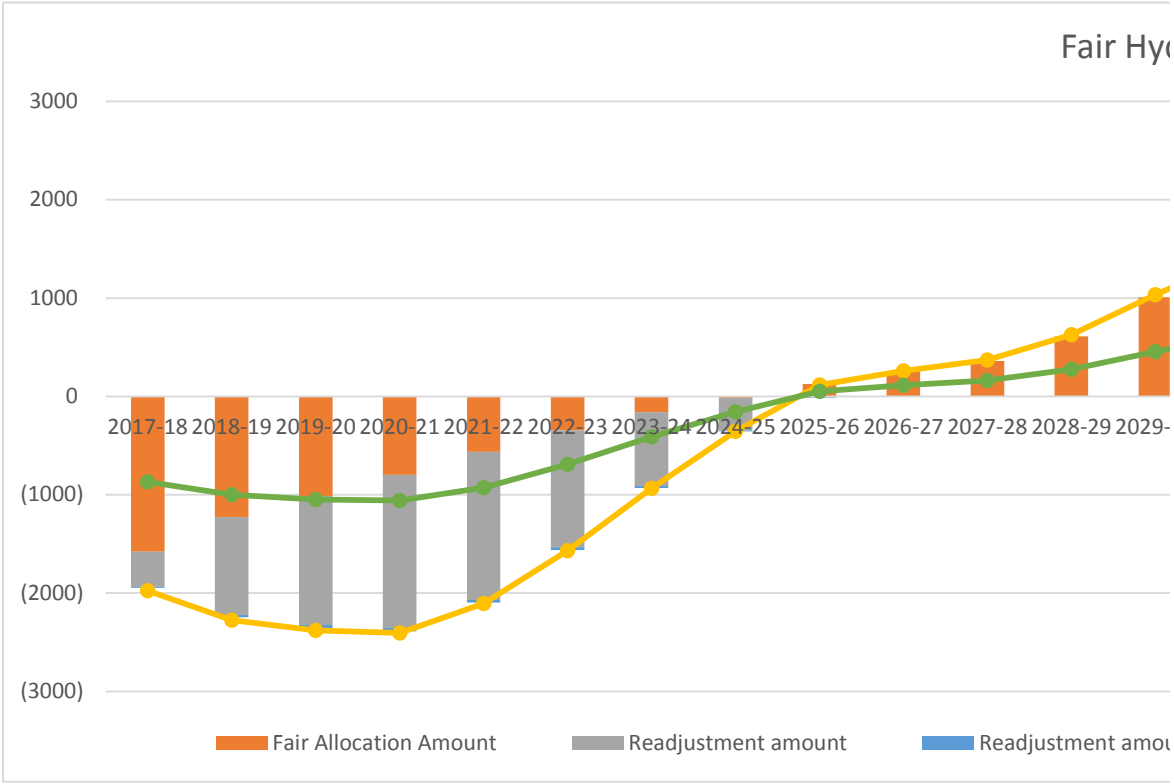
Fair Allocation Amount
Readjustment amount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2024-25
2025-26
2026-27
2027-28
2028-29
Fair Allocation Amount
Readjustment amount

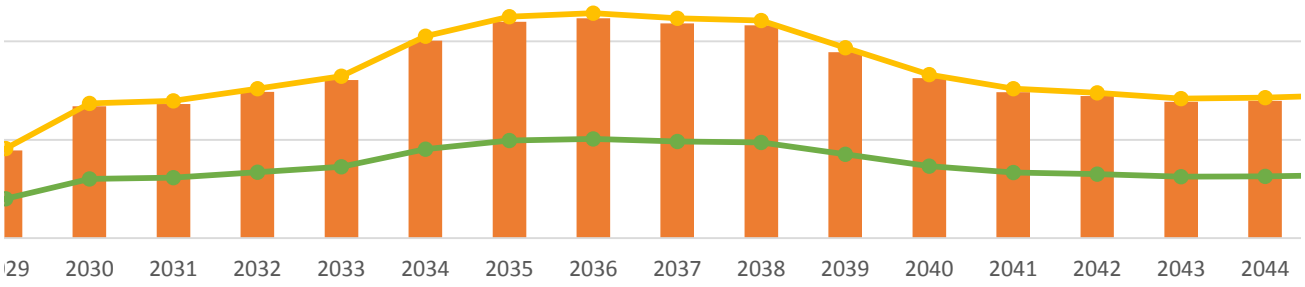
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-13.098	-12.448	-10.776	-10.034	-8.132	-0.797	-3.225	-5.365	-4.596
-564	-617	-721	-781	-784	-250	-546	-697	-657
-13.056	-14.310	-16.700	-18.117	-18.218	-2.015	-8.267	-16.018	-15.286
-1139	-1164	-1194	-1222	-1140	-349	-762	-935	-859
-4411	-5575	-6769	-7991	-9131	-9480	-10242	-11178	-12036

2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(20)	(11)	(9)	(5)	(1)	2	5	7	12
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(35)	(28)	(30)	(20)	(10)	(1)			
(2433)	(2211)	(1723)	(1085)	(501)	43	237	328	549
(8458)	(10669)	(12392)	(13477)	(13978)	(13935)	(13698)	(13370)	(12821)
(1071)	(973)	(758)	(477)	(220)	19	104	144	242

ɜ.

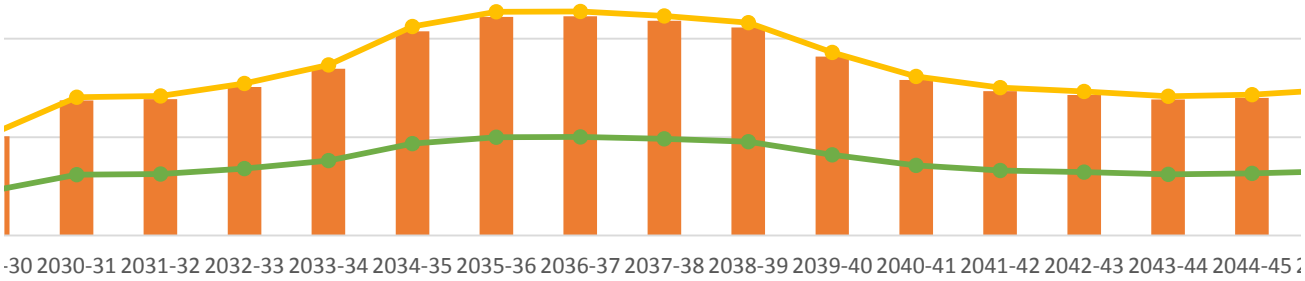
2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(798)	(563)	(344)	(161)	(18)	128	254	362	613
(19)	(10)	(8)	(4)	(0)	3	6	8	14
(1555)	(1508)	(1191)	(752)	(329)	(12)			
(36)	(27)	(28)	(18)	(8)	(0)			
(2407)	(2107)	(1571)	(934)	(355)	118	260	371	627
(9037)	(11145)	(12715)	(13649)	(14004)	(13886)	(13626)	(13255)	(12628)
(1059)	(927)	(691)	(411)	(156)	52	114	163	276

lro Plan GA Financing - Calendar Year



ount - In Period Borrowing Costs — Total borrowing requirement including financing costs — OPG Equity Injectio

dro Plan GA Financing - Fiscal Year

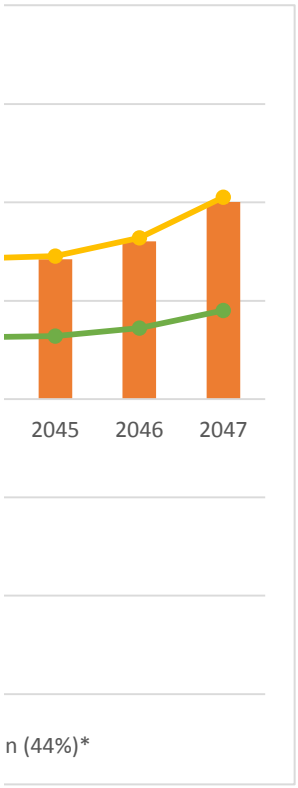


unt - In Period Borrowing Costs — Total borrowing requirement including financing costs — OPG Equity Injection

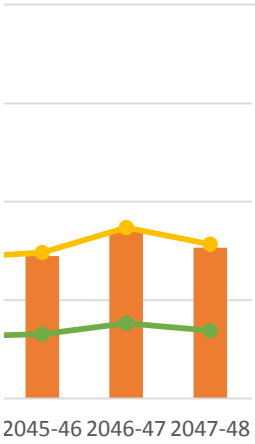
2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-3.057	-2.295	-1.188	-0.640	0.462	1.033	2.181	2.798	3.266
-501	-429	-287	-220	-73				
-11.726	-10.010	-6.746	-5.150	-1.775				
-634	-529	-338	-248	-52	46	97	124	144
-12670	-13200	-13538	-13786	-13837	-13791	-13694	-13570	-13426

2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
21	31	32	34	37	47	51	52	51
912	1371	1396	1520	1646	2054	2252	2289	2235
(11909)	(10537)	(9141)	(7621)	(5975)	(3921)	(1669)	621	2856
401	603	614	669	724	904	991	1007	984

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1010	1373	1385	1510	1694	2076	2221	2227	2183
23	32	32	35	39	48	52	52	51
1033	1405	1417	1545	1733	2124	2273	2279	2233
(11595)	(10191)	(8773)	(7228)	(5495)	(3371)	(1098)	1181	3414
455	618	624	680	762	935	1000	1003	983



n (44%)*



(44%)*

2027-May	**2027-Nov**	**2028-May**	**2028-Nov**	**2029-May**	**2029-Nov**	**2030-May**	**2030-Nov**	**2031-May**
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
3.526	5.168	6.068	8.678	10.122	14.130	16.356	15.770	15.643
156	229	268	385	447	626	722	694	689
-13270	-13041	-12773	-12388	-11941	-11315	-10593	-9899	-9210

2038	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**
2163	1892	1626	1484	1444	1385	1395	1421	1603
50	44	38	35	34	32	32	33	37
2213	1936	1664	1518	1477	1418	1427	1454	1640
5069	7005	8670	10188	11665	13083	14510	15964	17605
974	852	732	668	650	624	628	640	722

2038-39	**2039-40**	**2040-41**	**2041-42**	**2042-43**	**2043-44**	**2044-45**	**2045-46**	**2046-47**
2114	1820	1580	1468	1430	1383	1398	1449	1699
49	42	37	34	33	32	32	34	39
2163	1862	1617	1502	1463	1415	1430	1482	1738
5577	7439	9056	10559	12022	13437	14867	16350	18088
952	819	712	661	644	623	629	652	765

2031-Nov	2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
16.685	17.436	17.816	18.234	21.695	23.750	24.955	25.845	25.911
736	768	785	803	959	1048	1100	1139	1141
-8475	-7706	-6921	-6118	-5159	-4112	-3012	-1873	-732

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19657
690

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
26.230	25.465	25.357	25.355	25.673	23.113	22.056	19.761	18.823
1155	1120	1116	1116	1131	1015	970	868	828
423	1544	2660	3776	4907	5922	6892	7760	8588

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
17.598	17.161	16.856	16.917	16.214	16.040	16.081	16.286	16.223
774	755	742	745	713	706	708	717	714
9361	10117	10858	11603	12317	13023	13731	14448	15162

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
16.380	17.474	18.249	21.877	31.749	
721	770	804	967	1408	
15884	16654	17458	18425	19833	

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

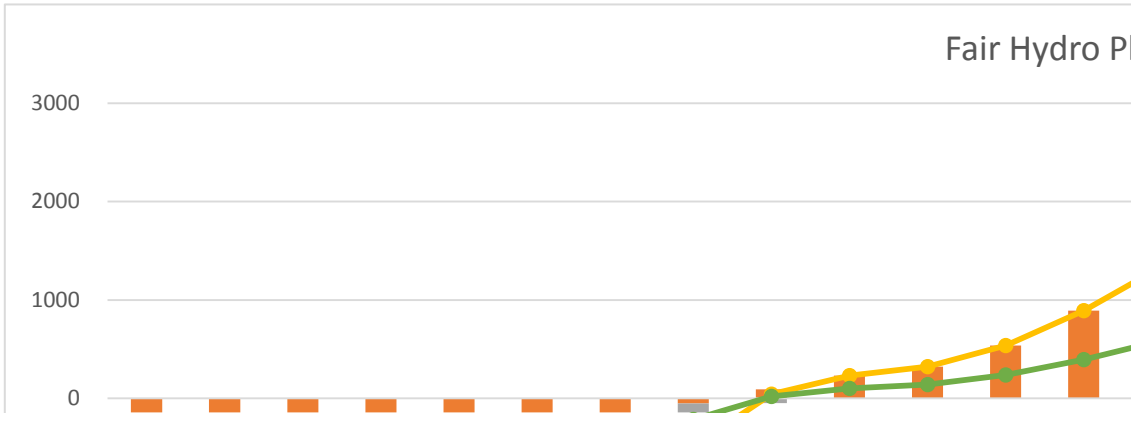
Annual

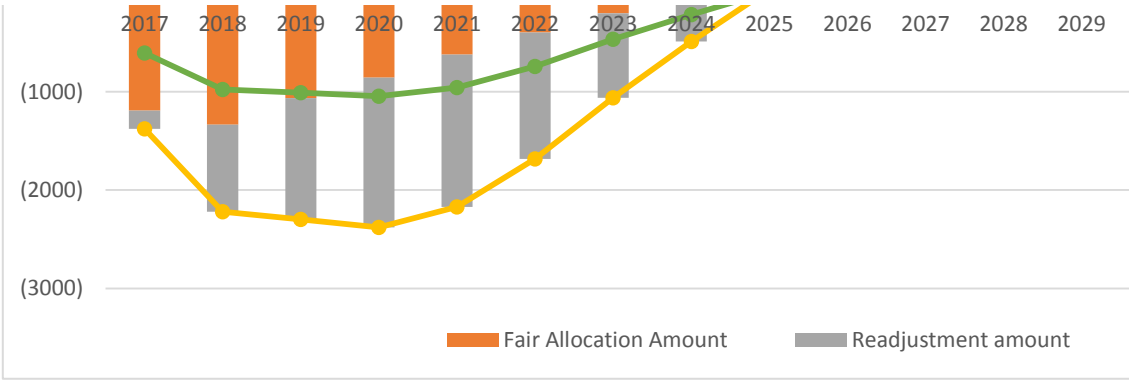
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1

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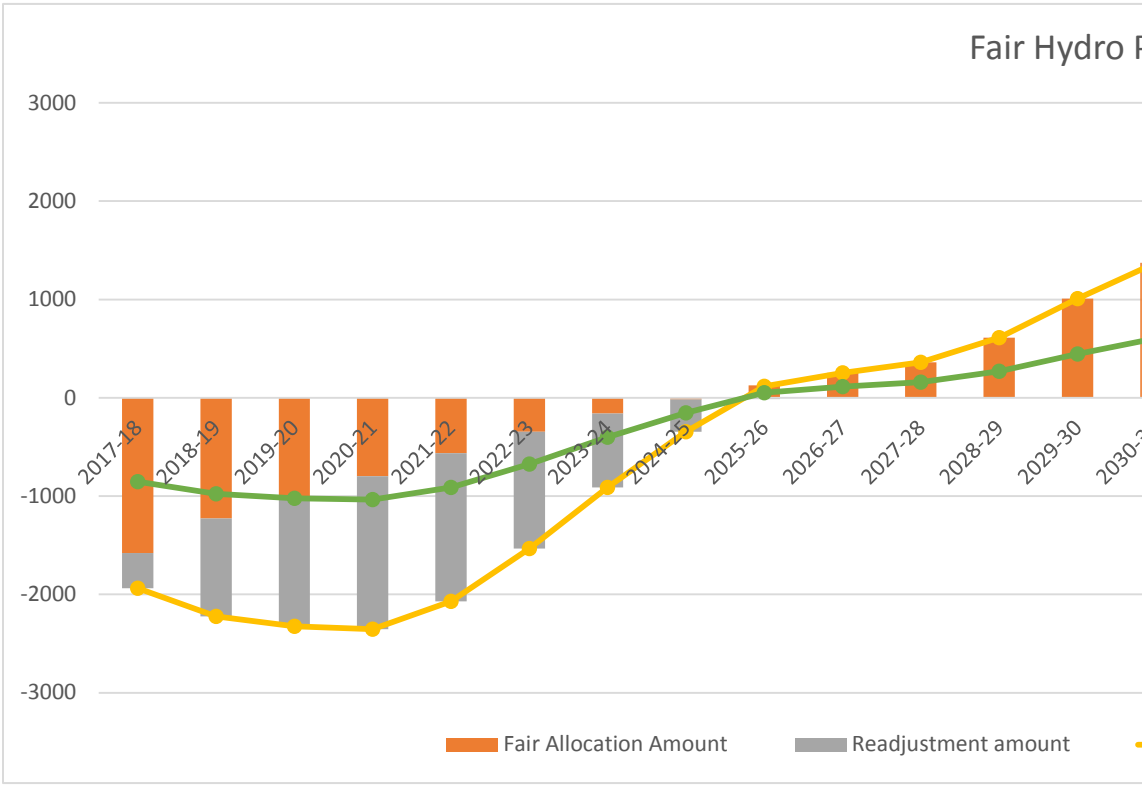
Fair Allocation Amount
Readjustment amount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2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

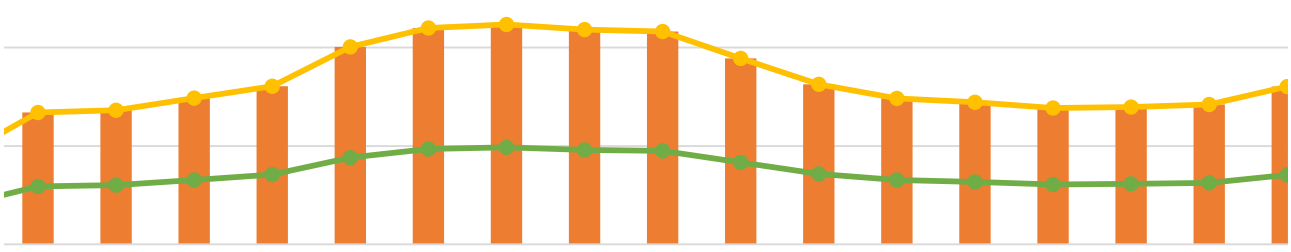
2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

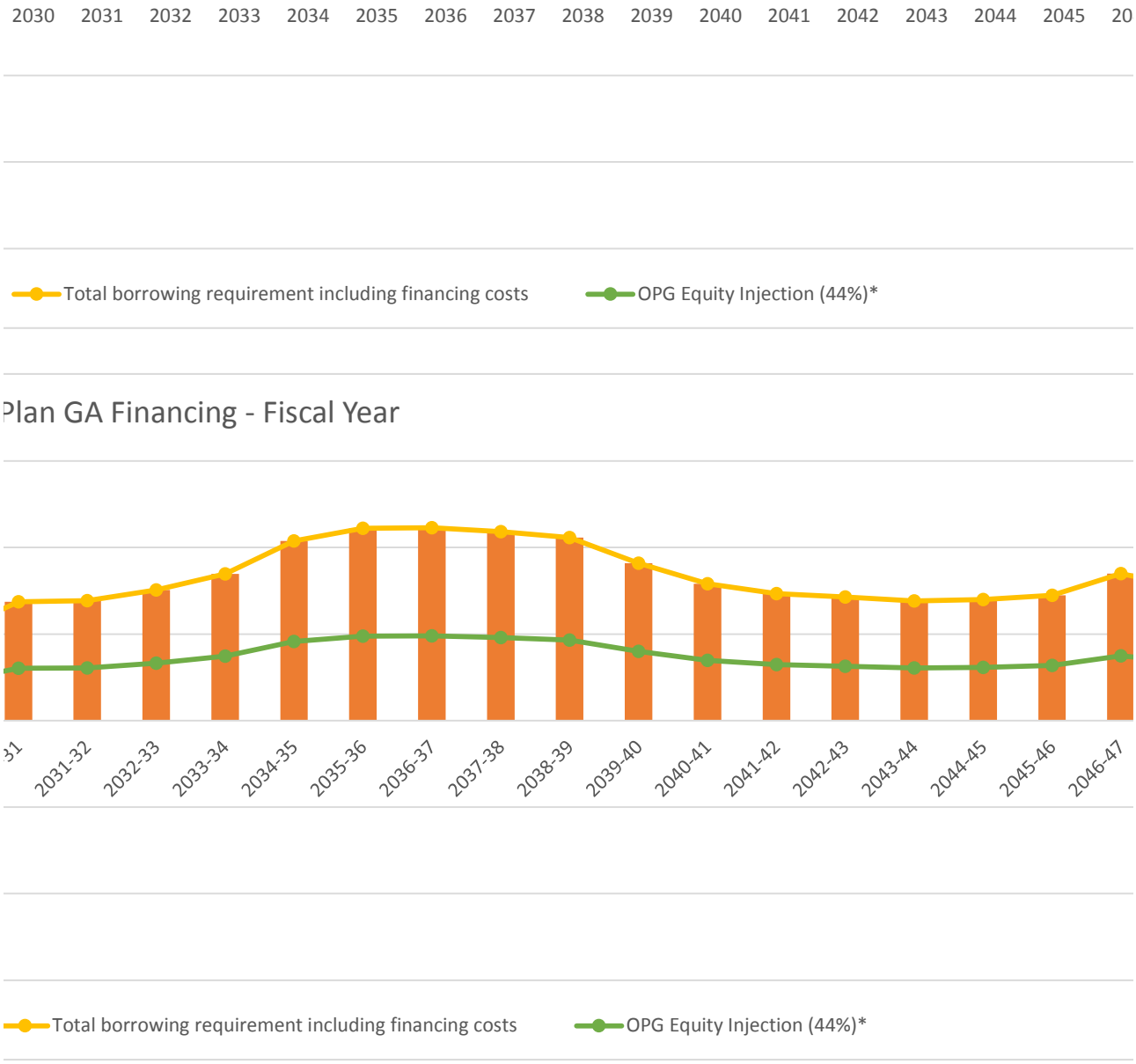
2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

ble.

2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

Ian GA Financing - Calendar Year

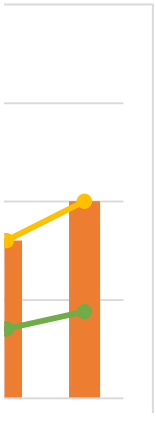


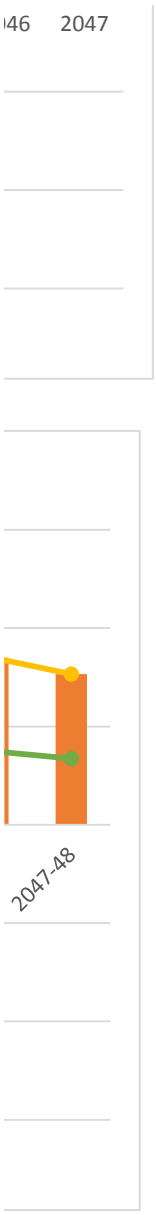

2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94




46
2047
2047-48

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

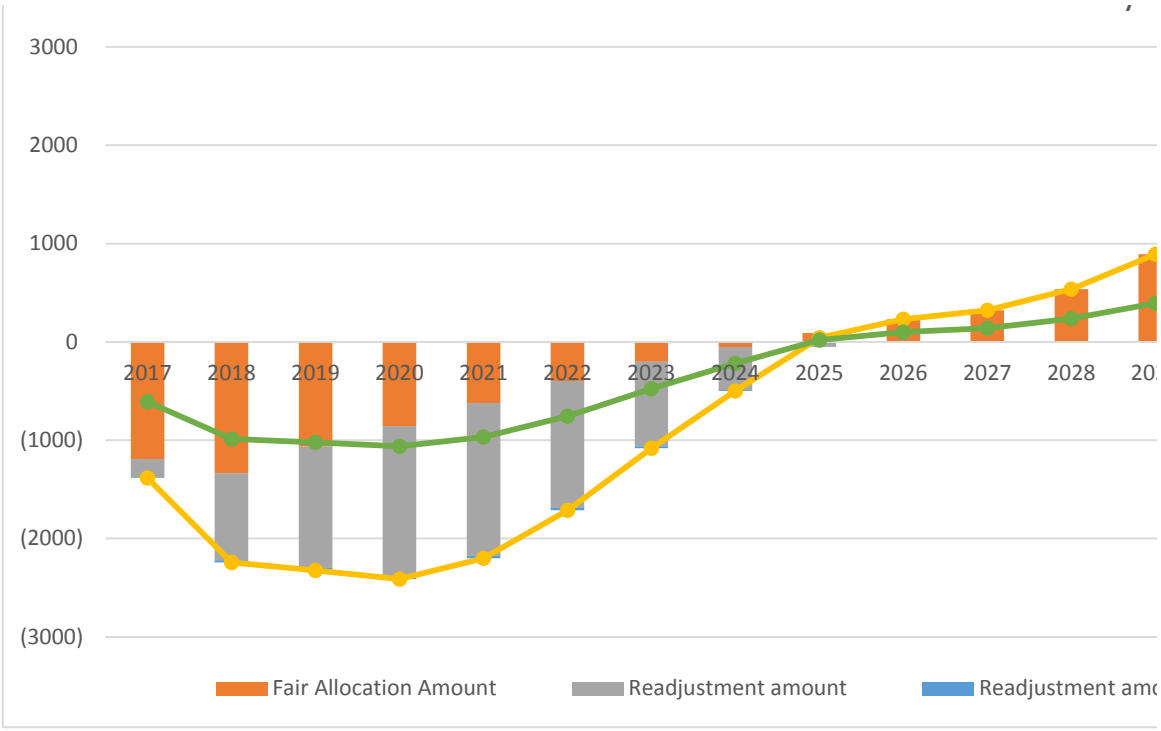
$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017 Jul	2017 Nov	2018 May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Readjustment amount	-74	-341	-470
Readjustment amount - In Period Borrowing Costs	-1.116	-7.745	-10.675
Total borrowing requirement including financing costs	-1006	-1120	-1099
Accumulated borrowing requirement including financing costs			

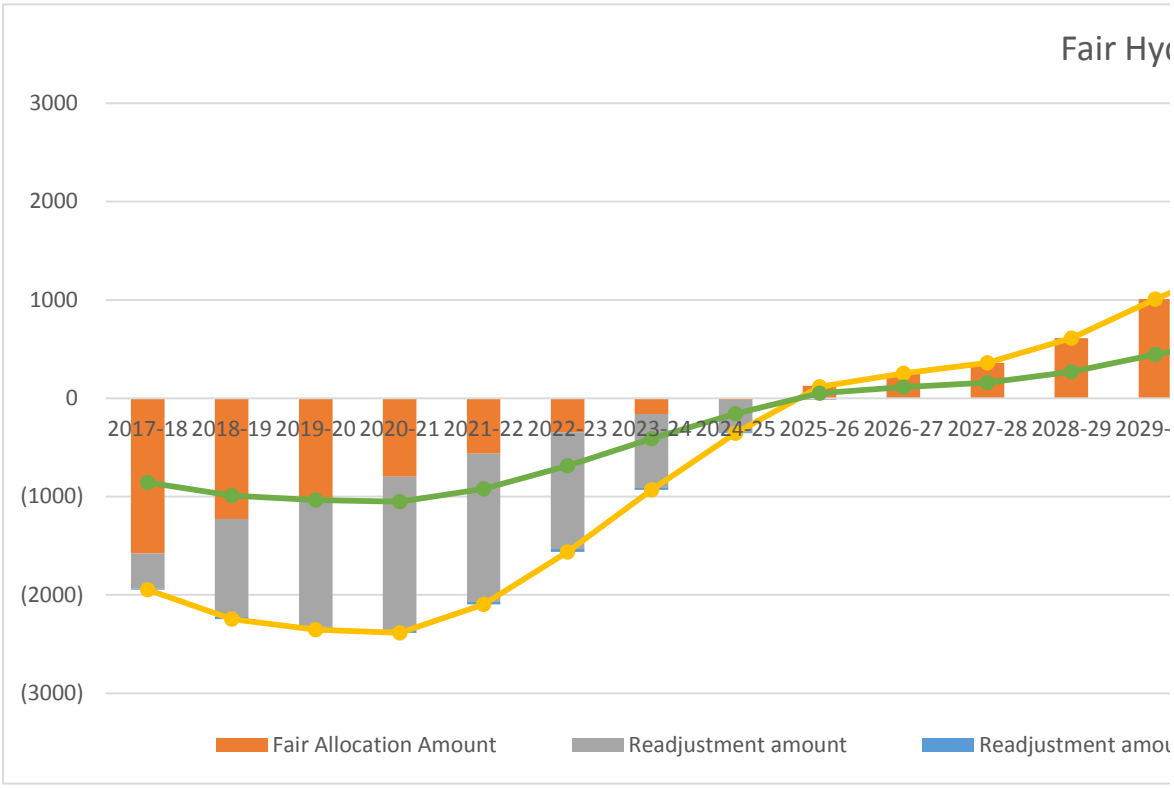
Annual

$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Readjustment amount	(188)	(885)	(1233)
Readjustment amount - In Period Borrowing Costs	(4)	(20)	(28)
Total borrowing requirement including financing costs	(1382)	(2241)	(2325)
Accumulated borrowing requirement including financing costs		(3623)	(5948)
OPG Equity Injection (44%)*	(608)	(986)	(1023)
0.045939825		-166.4464	-280.9035
*This includes financing costs, which may need to be excluded upon further information available			
		(3790)	(6229)

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	(1580)	(1227)	(1014)
Readjustment amount	(358)	(997)	(1312)
Readjustment amount - In Period Borrowing Costs	(8)	(23)	(30)
Total borrowing requirement including financing costs	(1946)	(2247)	(2355)
Accumulated borrowing requirement including financing costs		(4193)	(6548)
OPG Equity Injection (44%)*	(856)	(989)	(1036)


3000
2000
1000
0
(1000)
(2000)
(3000)
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
Fair Allocation Amount
Readjustment amount


3000
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(1000)
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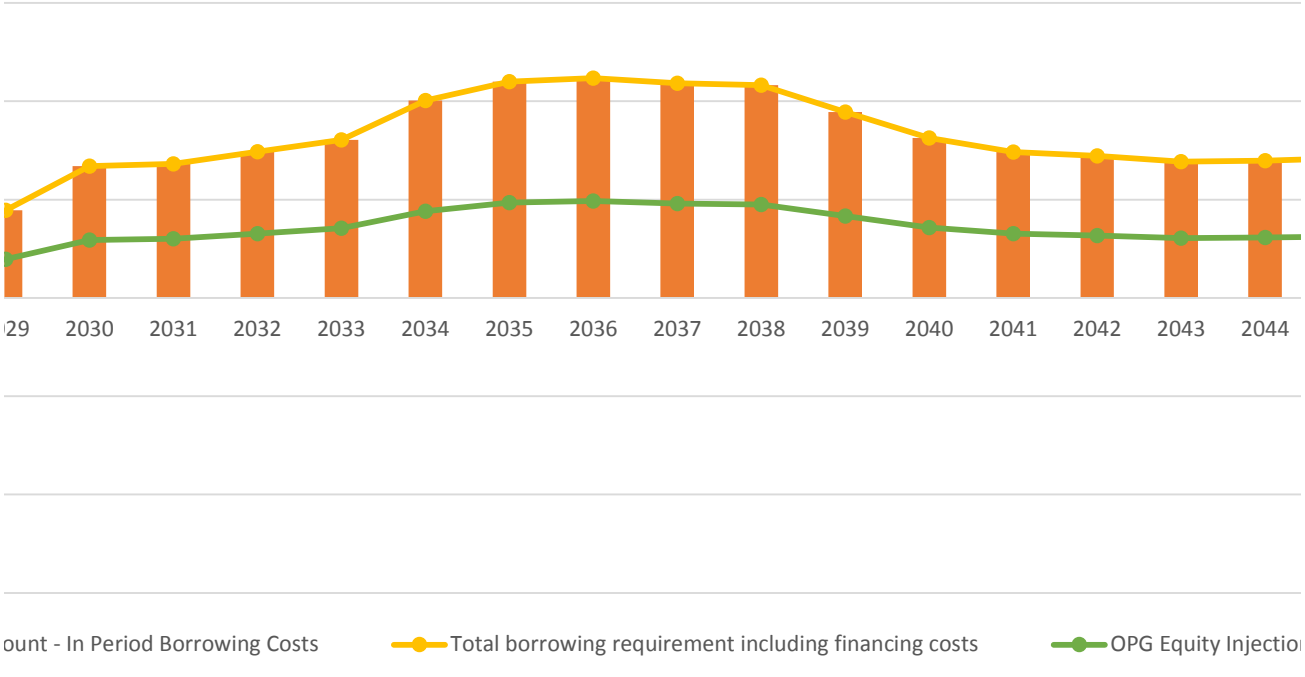
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
Fair Allocation Amount
Readjustment amount

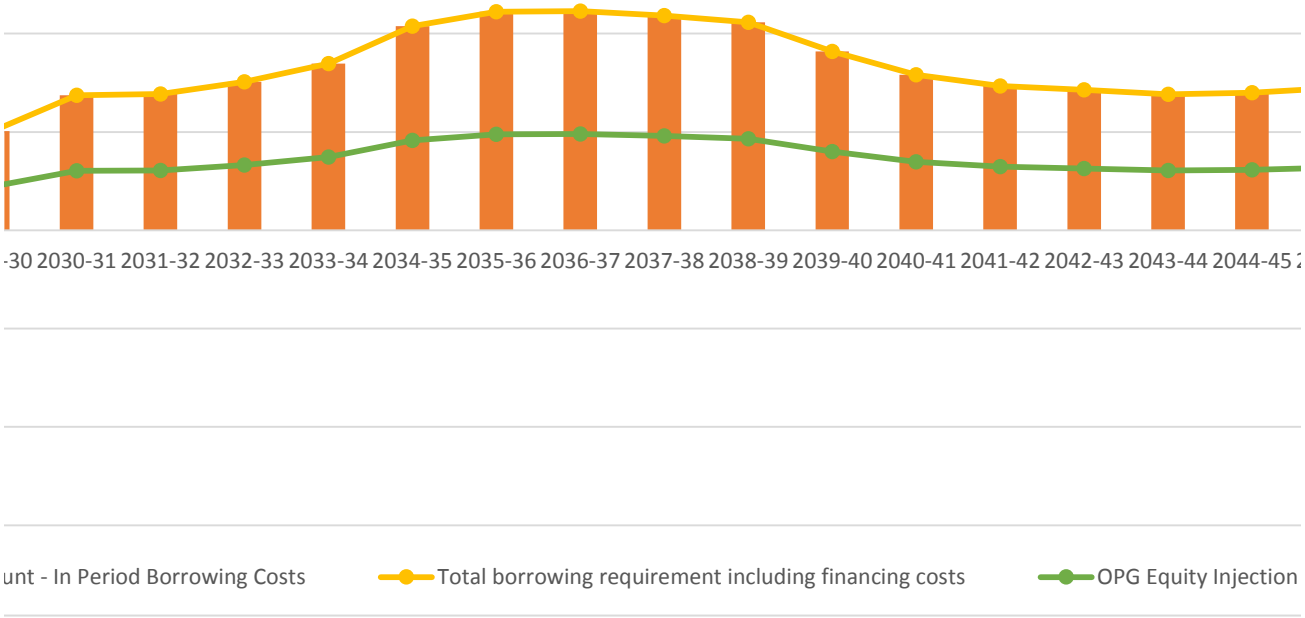
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-12.810	-14.013	-16.375	-17.738	-17.806	-1.879	-8.236	-15.830	-14.922
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(35)	(27)	(29)	(20)	(10)	(1)			
(2413)	(2199)	(1714)	(1080)	(499)	41	231	321	537
(8361)	(10560)	(12273)	(13353)	(13852)	(13811)	(13579)	(13259)	(12722)
(1062)	(968)	(754)	(475)	(220)	18	102	141	236
-396.99562	-503.3473	-586.9556	-640.3887	-665.7626	-665.0495	-654.389	-639.1683	-613.8146
(8758)	(11063)	(12860)	(13993)	(14517)	(14476)	(14234)	(13898)	(13336)

2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(798)	(563)	(344)	(161)	(18)	128	254	362	613
(1555)	(1508)	(1191)	(752)	(329)	(12)			
(35)	(26)	(27)	(17)	(7)	(0)			
(2388)	(2097)	(1562)	(930)	(354)	115	254	362	613
(8936)	(11033)	(12594)	(13525)	(13878)	(13763)	(13509)	(13147)	(12534)
(1051)	(923)	(687)	(409)	(156)	51	112	159	270



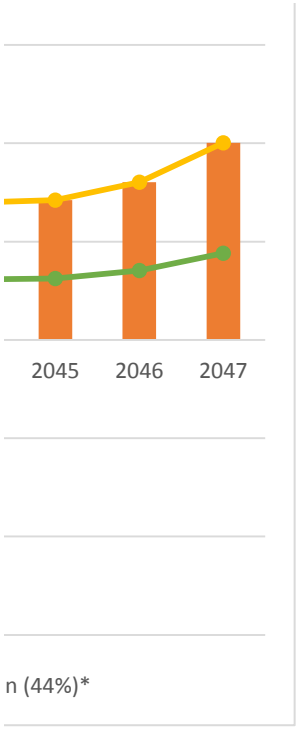
dro Plan GA Financing - Fiscal Year



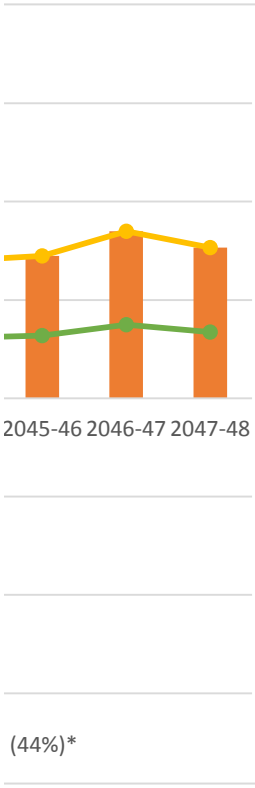
2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-11.379	-9.743	-6.518	-4.997	-1.658				
-631	-527	-337	-247	-52	45	95	121	141

2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
892	1340	1365	1486	1609	2007	2201	2237	2185
(11830)	(10490)	(9126)	(7640)	(6031)	(4024)	(1823)	415	2599
392	590	600	654	708	883	969	984	961
-571.6869	-508.1922	-442.5827	-371.302	-294.1255	-198.3788	-92.85138	14.779236	120.087
(12402)	(10999)	(9568)	(8011)	(6325)	(4222)	(1916)	429	2719

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1010	1373	1385	1510	1694	2076	2221	2227	2183
1010	1373	1385	1510	1694	2076	2221	2227	2183
(11524)	(10151)	(8766)	(7256)	(5563)	(3487)	(1265)	962	3145
444	604	609	664	745	913	977	980	960



n (44%)*



(44%)*

2027-May	2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
152	224	262	376	437	612	706	678	673

2038	2039	2040	2041	2042	2043	2044	2045	2046
2163	1892	1626	1484	1444	1385	1395	1421	1603
2163	1892	1626	1484	1444	1385	1395	1421	1603
4762	6654	8281	9764	11208	12593	13988	15410	17013
952	832	716	653	635	610	614	625	705
224.29263	315.998	394.92437	466.7096	536.32922	603.1695	670.32619	738.7072	815.49011
4987	6970	8675	10231	11744	13196	14659	16148	17828

2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
2114	1820	1580	1468	1430	1383	1398	1449	1699
2114	1820	1580	1468	1430	1383	1398	1449	1699
5258	7078	8659	10127	11556	12939	14337	15786	17485
930	801	695	646	629	608	615	637	748

2031-Nov	**2032-May**	**2032-Nov**	**2033-May**	**2033-Nov**	**2034-May**	**2034-Nov**	**2035-May**	**2035-Nov**
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2047
2006

2006

19019
883
911.1728

19930

2047-48
1534

1534

19019
675

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

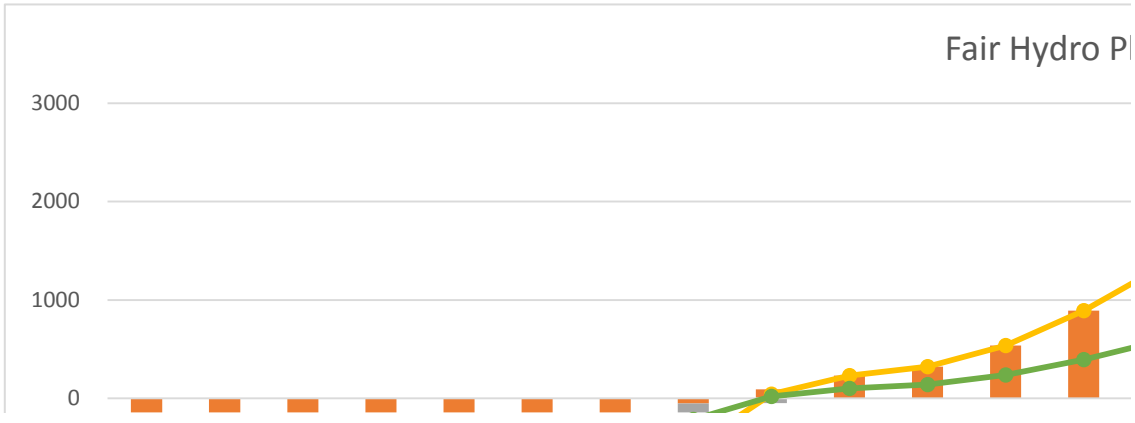
Annual

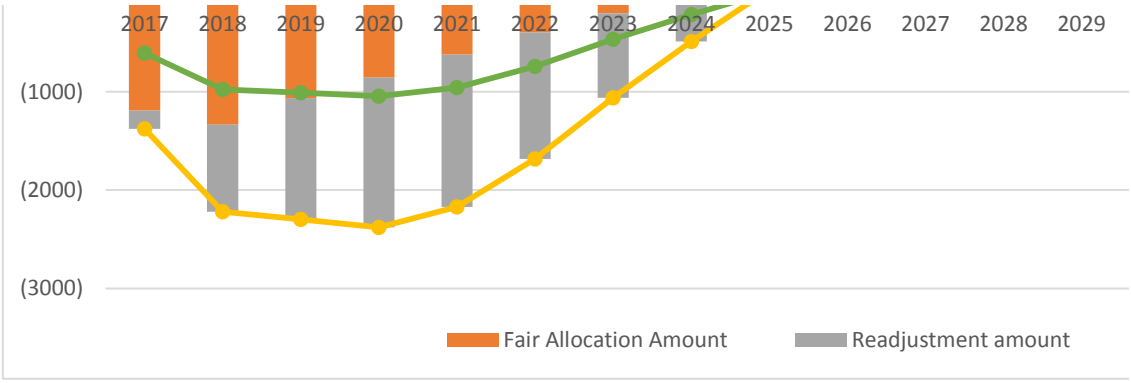
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

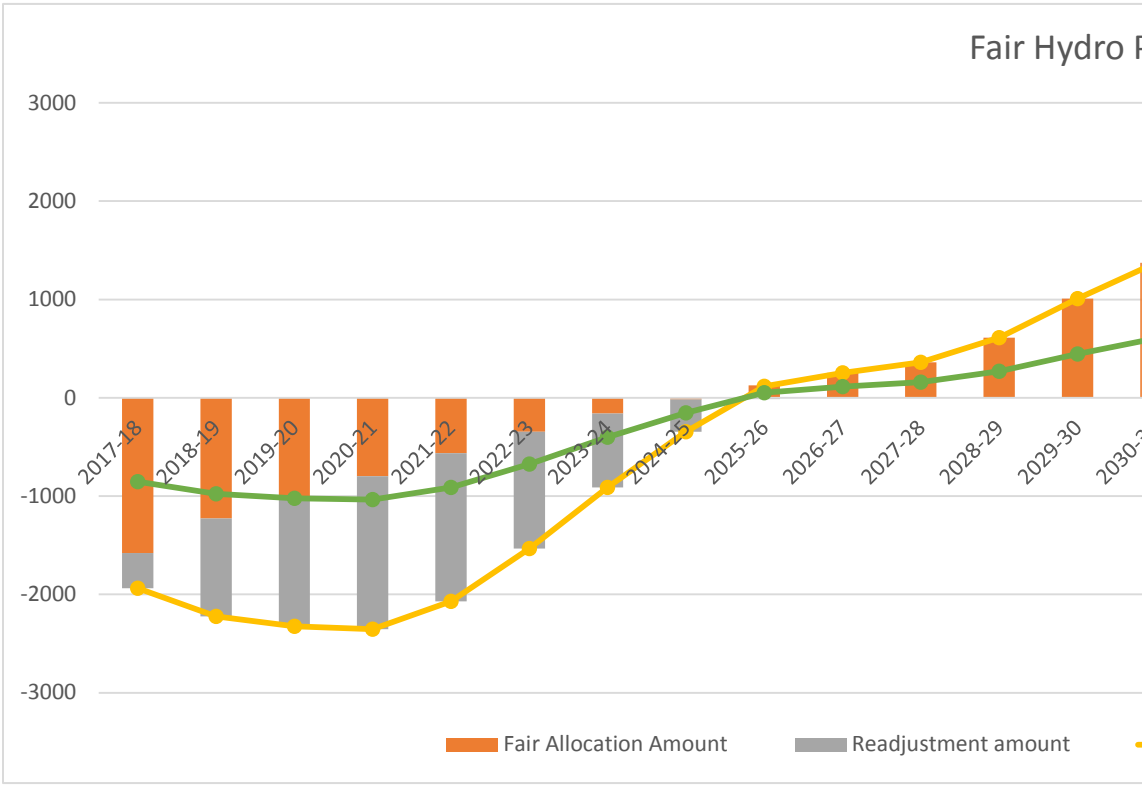
*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1




2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
(1000)
(2000)
(3000)
Fair Allocation Amount
Readjustment amount


Fair Hydro F
3000
2000
1000
0
-1000
-2000
-3000
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

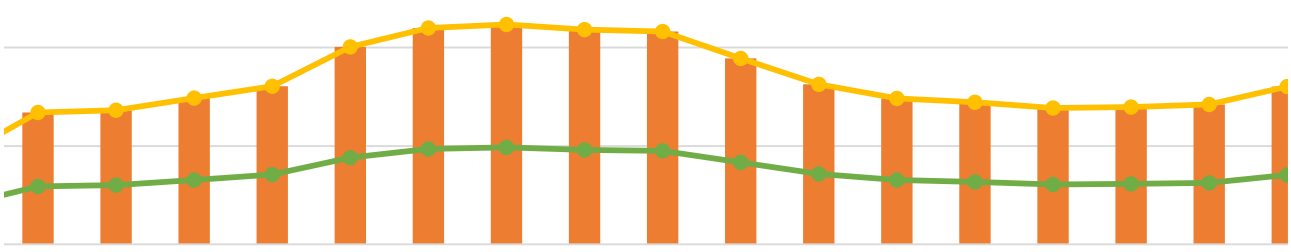
2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

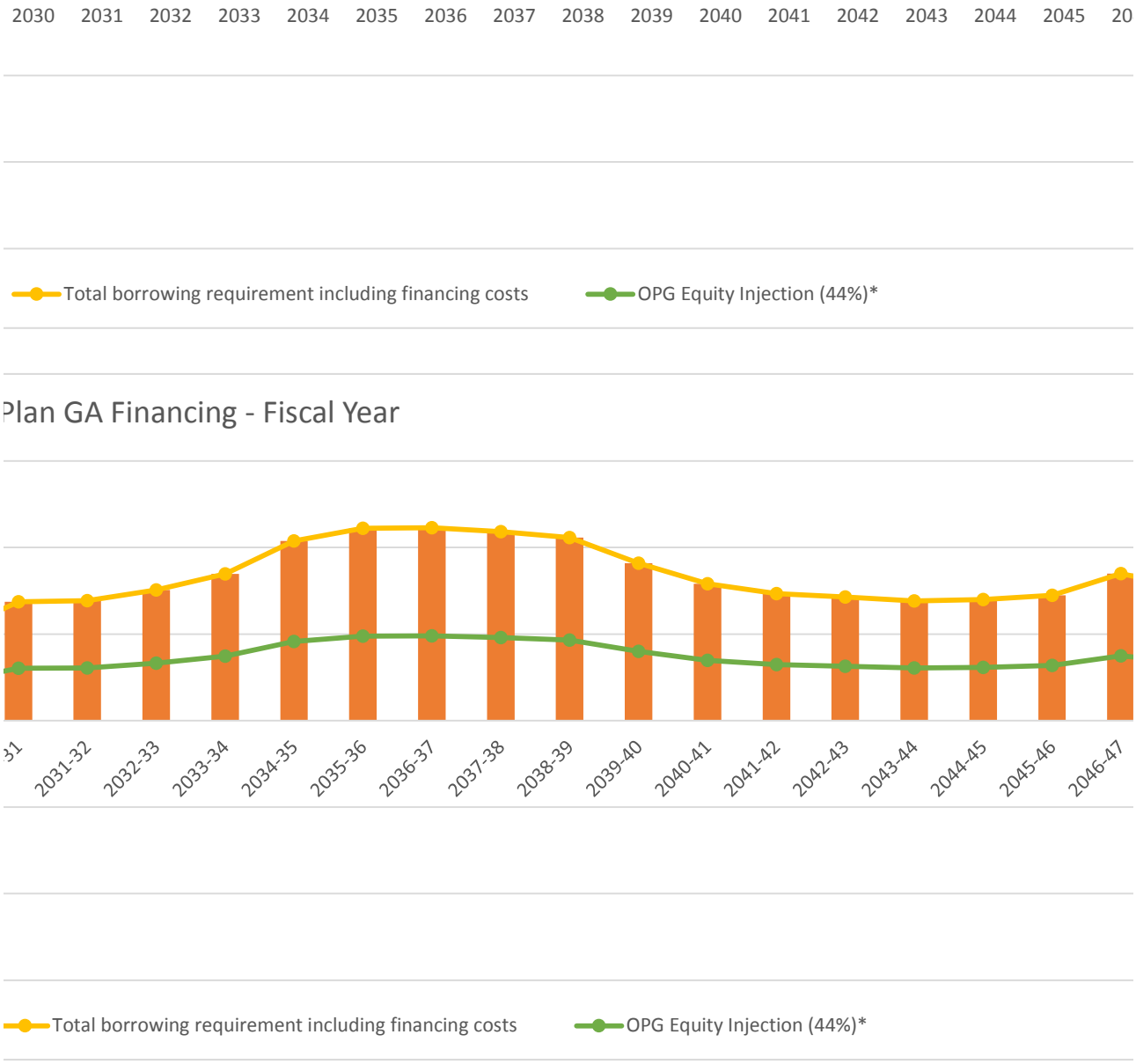
2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

ble.

2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

Ian GA Financing - Calendar Year

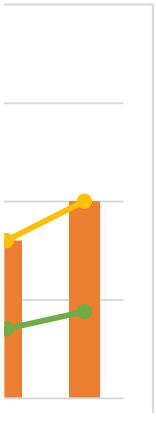


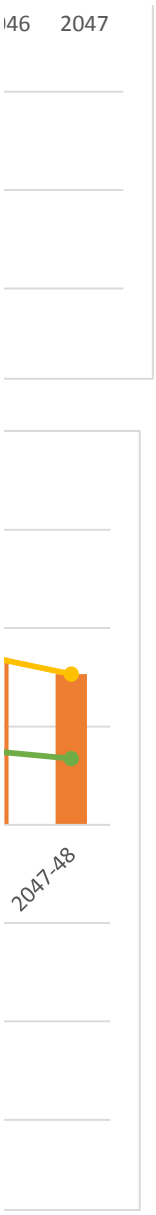

2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94




46
2047
2047-48

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Readjustment amount	-74	-341	-470
Total borrowing requirement including financing costs	-1005	-1120	-1099

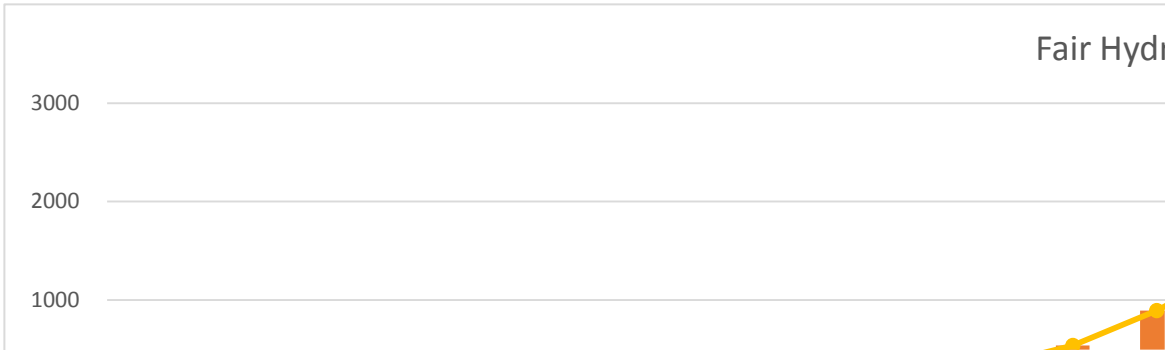
Annual

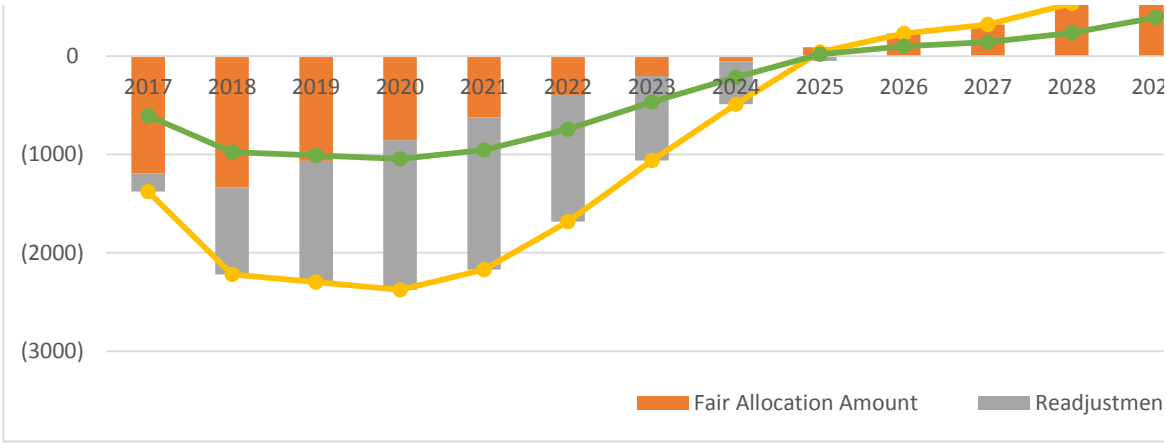
$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Readjustment amount	(188)	(885)	(1233)
Total Annual Borrowing Requirement	(1378)	(2221)	(2297)
Accumulated borrowing requirement including financing costs		(3599)	(5896)
OPG Equity Injection (44%)	(606)	(977)	(1011)

*This includes financing costs, which may need to be excluded upon further information available

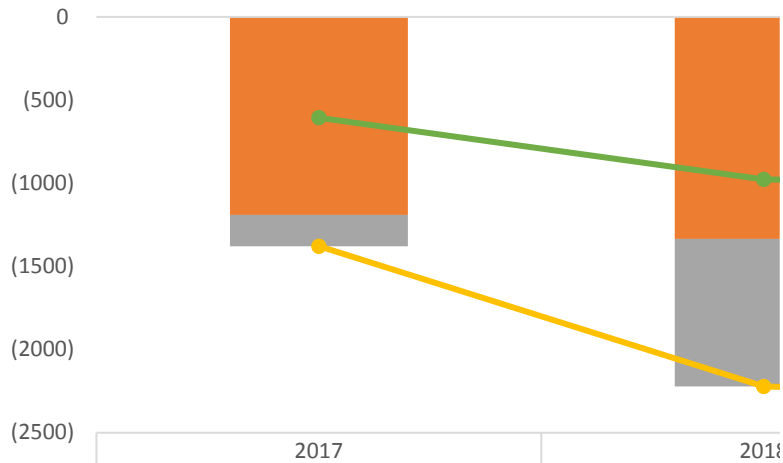
Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	(1580)	(1227)	(1014)
Readjustment amount	(358)	(997)	(1312)
Total Borrowing Requirement	(1938)	(2224)	(2326)
Accumulated borrowing requirement including financing costs		(4162)	(6488)
OPG Equity Injection (44%)	(853)	(979)	(1023)





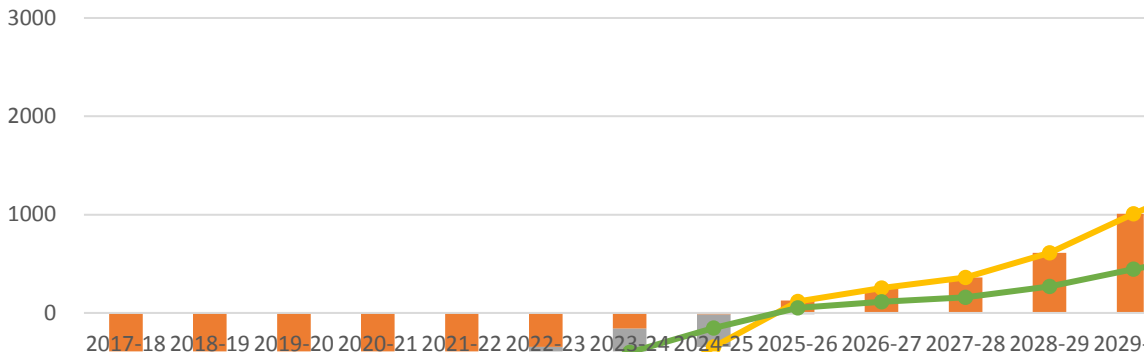
Fair Hydr

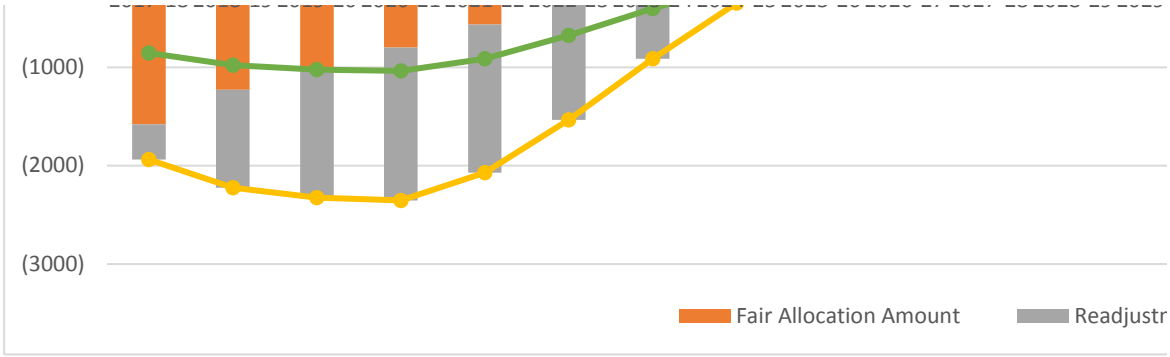


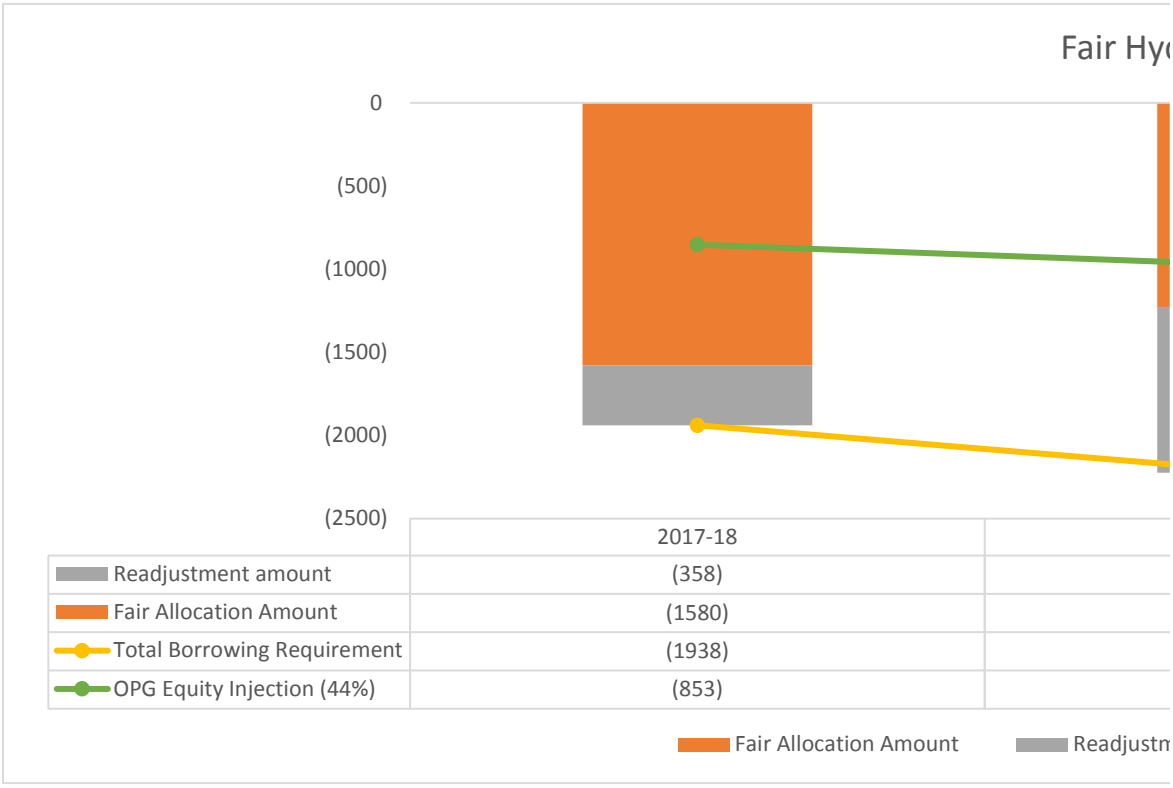
	2017	2018
Readjustment amount	(188)	(885
Fair Allocation Amount	(1191)	(133(
Total Annual Borrowing Requirement	(1378)	(222
OPG Equity Injection (44%)	(606)	(977

Fair Allocation Amount Readjustment

Fair Hy







	2017-18	
Readjustment amount	(358)	
Fair Allocation Amount	(1580)	
Total Borrowing Requirement	(1938)	
OPG Equity Injection (44%)	(853)	

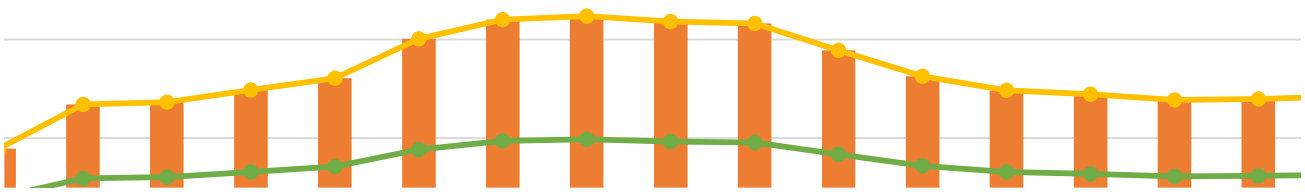
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

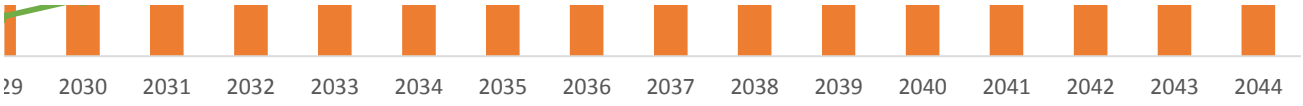
2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(2378)	(2172)	(1684)	(1060)	(489)	42	231	321	537
(8274)	(10446)	(12130)	(13190)	(13679)	(13637)	(13406)	(13085)	(12549)
(1046)	(956)	(741)	(466)	(215)	18	102	141	236

.

2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(798)	(563)	(344)	(161)	(18)	128	254	362	613
(1555)	(1508)	(1191)	(752)	(329)	(12)			
(2353)	(2071)	(1535)	(913)	(347)	116	254	362	613
(8840)	(10911)	(12446)	(13359)	(13705)	(13590)	(13336)	(12973)	(12361)
(1035)	(911)	(675)	(402)	(152)	51	112	159	270

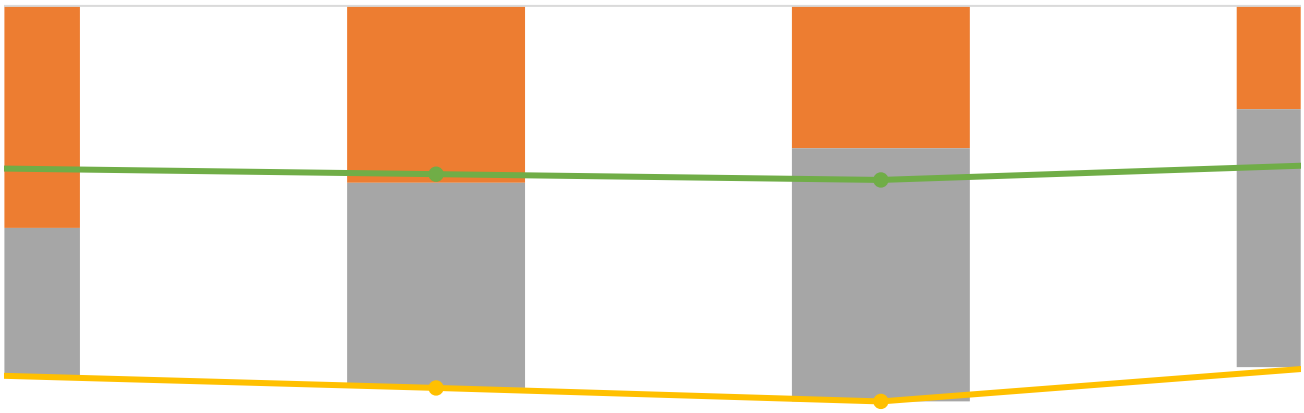
ro Plan GA Financing - Calendar Year





t amount Total Annual Borrowing Requirement OPG Equity Injection (44%)

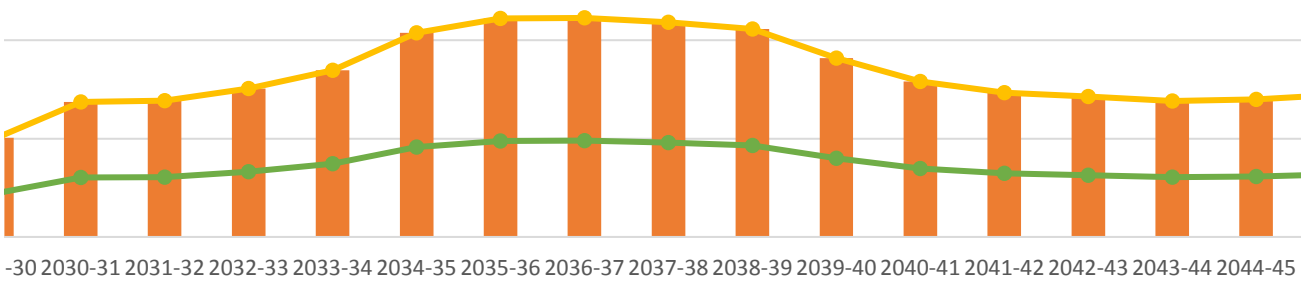
ro Plan GA Financing - Calendar Year



8	2019	2020	
5)	(1233)	(1523)	(
6)	(1064)	(855)	
1)	(2297)	(2378)	(
7)	(1011)	(1046)	

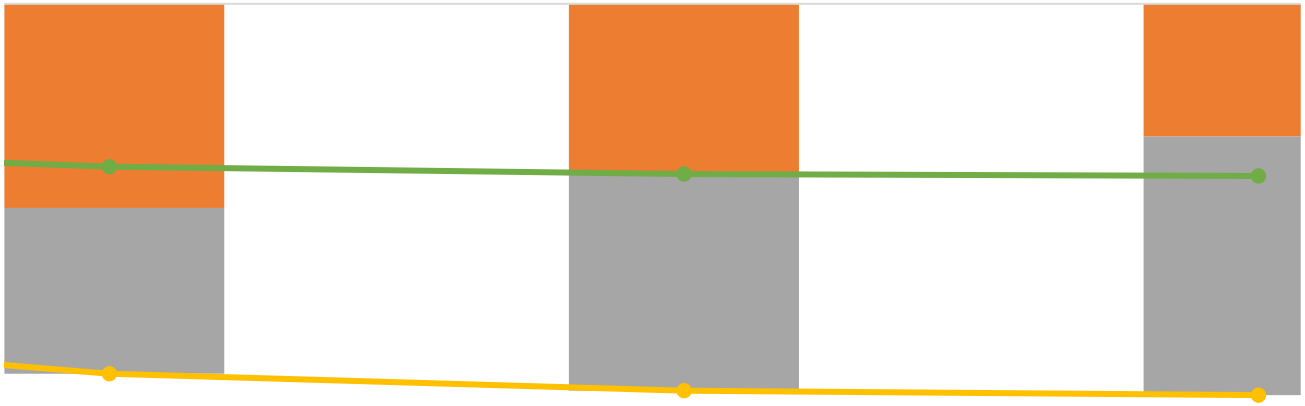
t amount Total Annual Borrowing Requirement OPG Equity Injection (44%)

dro Plan GA Financing - Fiscal Year



ıment amount — Total Borrowing Requirement — OPG Equity Injection (44%)

dro Plan GA Financing - Fiscal Year



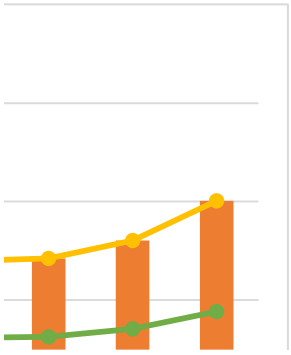
2018-19	2019-20	2020-21
(997)	(1312)	(1555)
(1227)	(1014)	(798)
(2224)	(2326)	(2353)
(979)	(1023)	(1035)

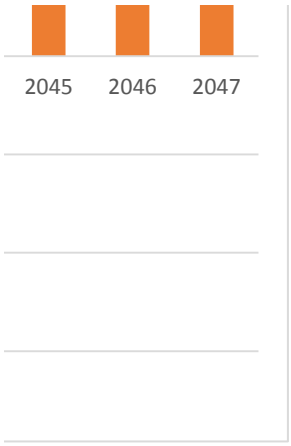
ıment amount — Total Borrowing Requirement — OPG Equity Injection (44%)

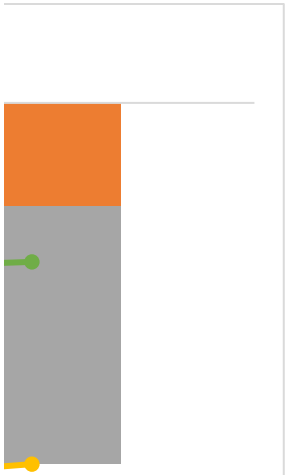
2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-631	-527	-337	-247	-52	45	95	121	141

2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
892	1340	1365	1486	1609	2007	2201	2237	2185
(11657)	(10317)	(8952)	(7466)	(5858)	(3851)	(1649)	588	2773
392	590	600	654	708	883	969	984	961

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1010	1373	1385	1510	1694	2076	2221	2227	2183
1010	1373	1385	1510	1694	2076	2221	2227	2183
(11351)	(9978)	(8593)	(7083)	(5389)	(3313)	(1092)	1136	3318
444	604	609	664	745	913	977	980	960







2021
(1551)
(621)
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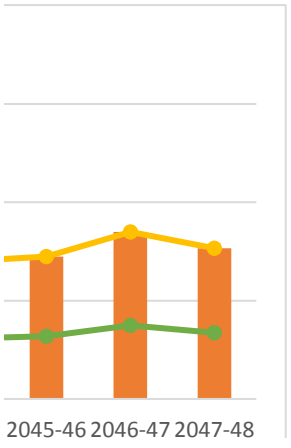
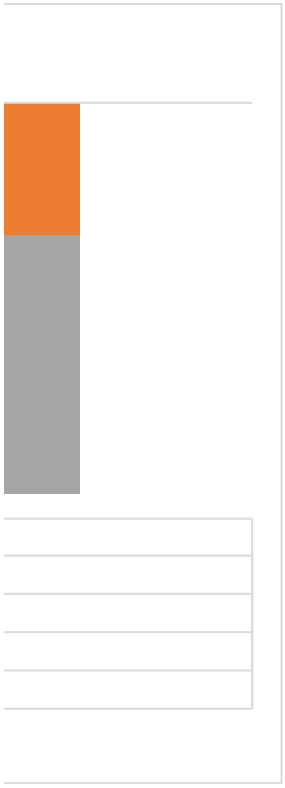




2027-May	2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
152	224	262	376	437	612	706	678	673

2038	2039	2040	2041	2042	2043	2044	2045	2046
2163	1892	1626	1484	1444	1385	1395	1421	1603
2163	1892	1626	1484	1444	1385	1395	1421	1603
4936	6828	8454	9938	11381	12767	14162	15583	17186
952	832	716	653	635	610	614	625	705

2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
2114	1820	1580	1468	1430	1383	1398	1449	1699
2114	1820	1580	1468	1430	1383	1398	1449	1699
5432	7252	8832	10300	11730	13113	14511	15960	17659
930	801	695	646	629	608	615	637	748

2031-Nov	2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2047

2006

2006

19192

883

2047-48

1534

1534

19192

675

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Readjustment amount	-74	-341	-470
Total borrowing requirement including financing costs	-1005	-1120	-1099

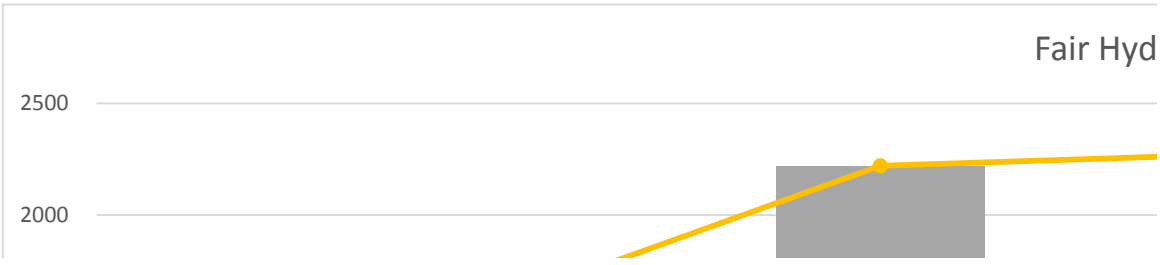
Annual

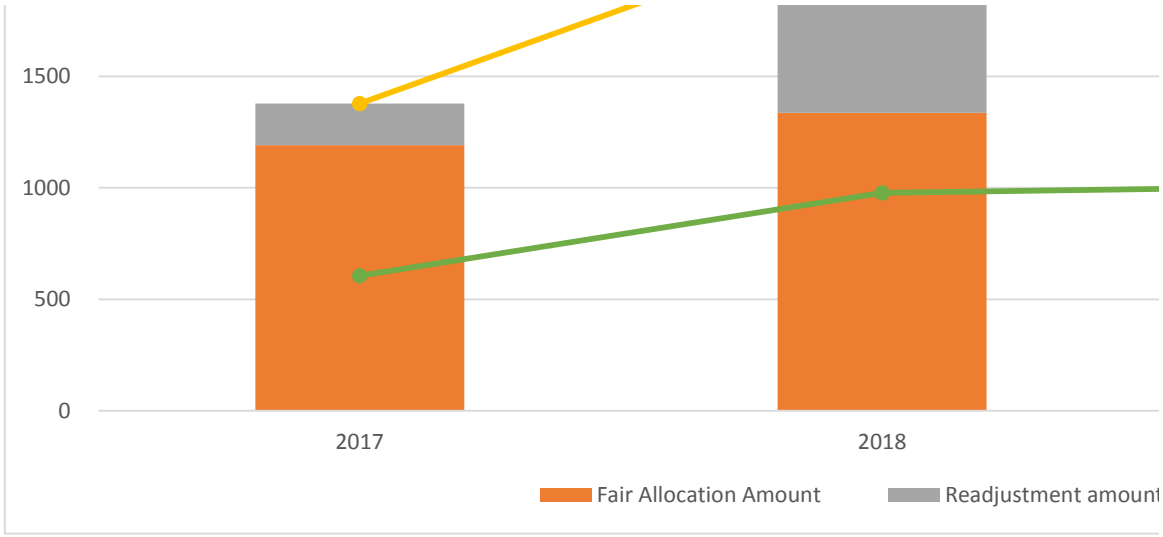
$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	1191	1336	1064
Readjustment amount	188	885	1233
Total borrowing requirement including financing costs	1378	2221	2297
Accumulated borrowing requirement including financing costs		3599	5896
OPG Equity Injection (44%)*	606	977	1011

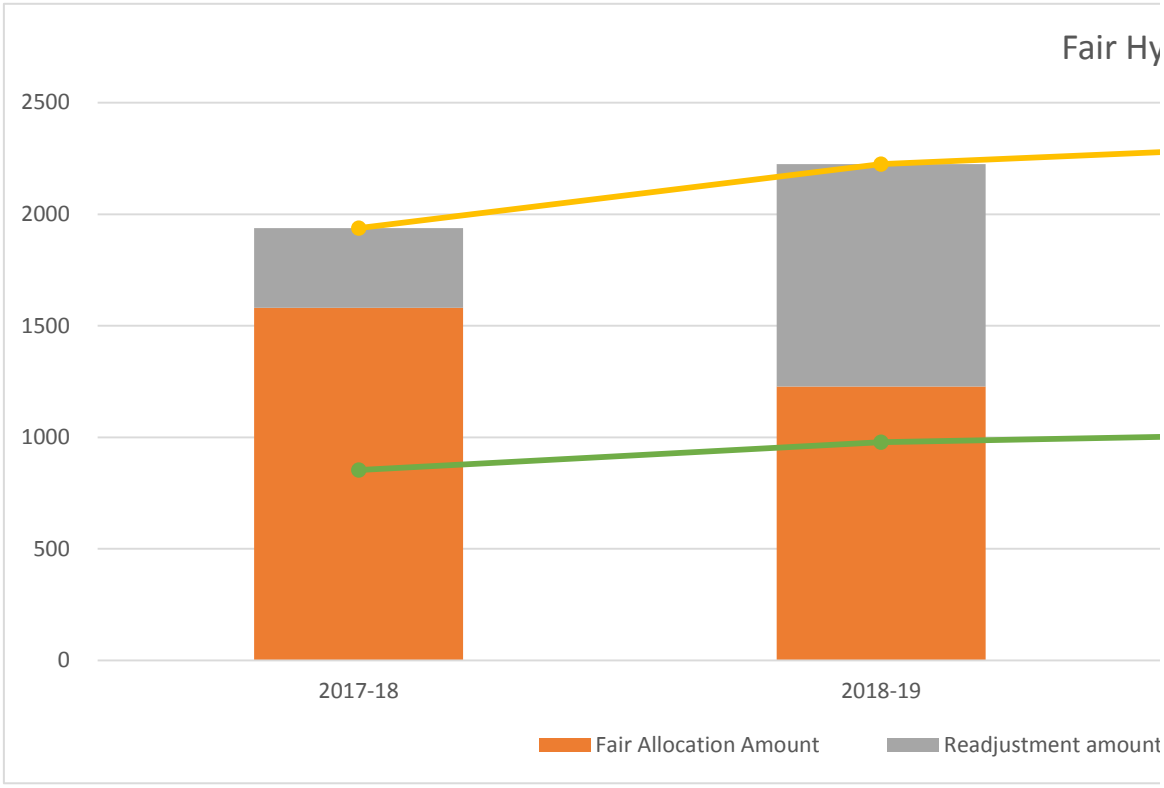
*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	1580	1227	1014
Readjustment amount	358	997	1312
Total borrowing requirement including financing costs	1938	2224	2326
Accumulated borrowing requirement including financing costs		4162	6488
OPG Equity Injection (44%)*	853	979	1023




1500
1000
500
0
2017
2018
Fair Allocation Amount
Readjustment amount

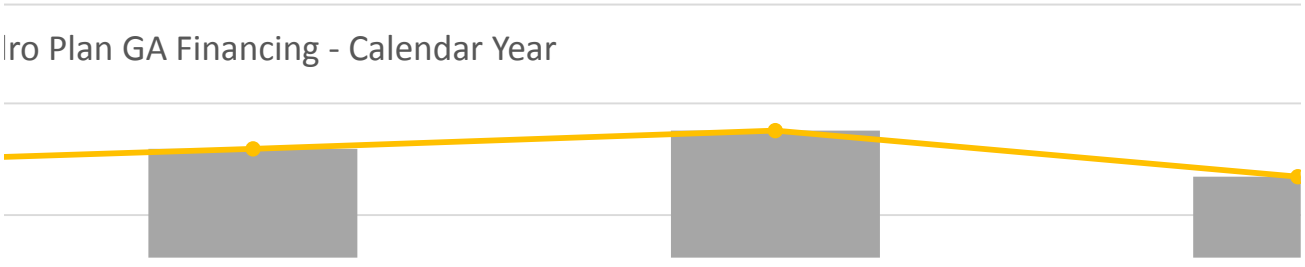

Fair Hy
2500
2000
1500
1000
500
0
2017-18
2018-19
Fair Allocation Amount
Readjustment amount

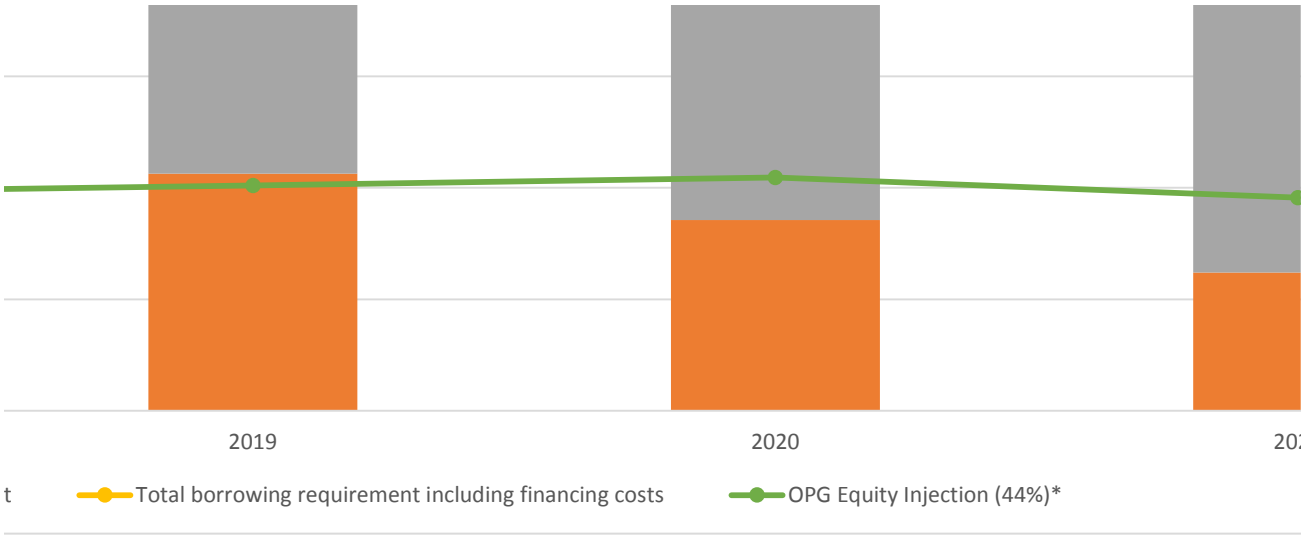
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

2020	2021
855	621
1523	1551
2378	2172
8274	10446
1046	956

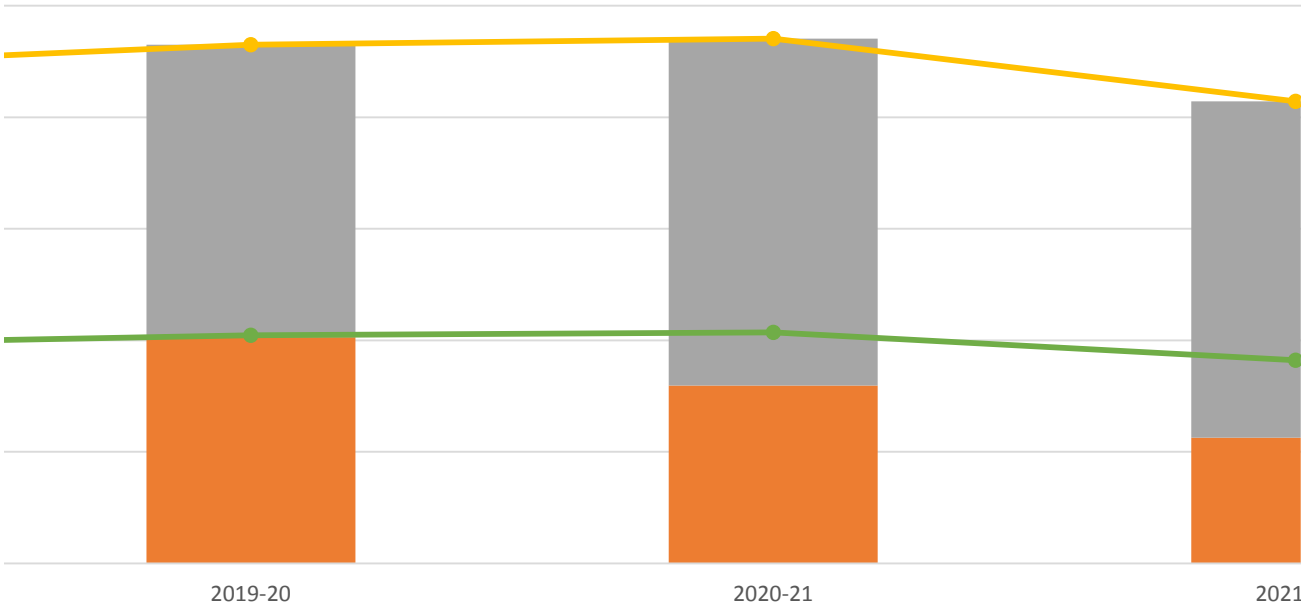
:.

2020-21	2021-22
798	563
1555	1508
2353	2071
8840	10911
1035	911

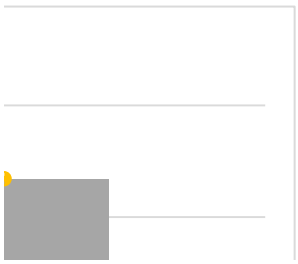


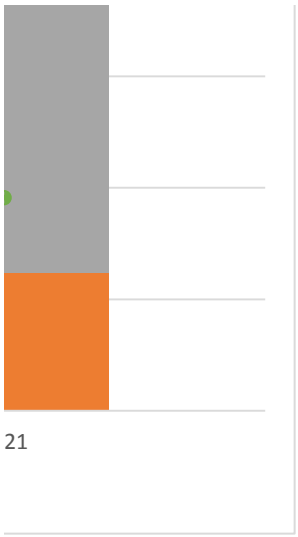


ydro Plan GA Financing - Fiscal Year



2022-Nov	**2023-May**	**2023-Nov**	**2024-May**	**2024-Nov**	**2025-May**	**2025-Nov**	**2026-May**	**2026-Nov**
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-631	-527	-337	-247	-52	45	95	121	141

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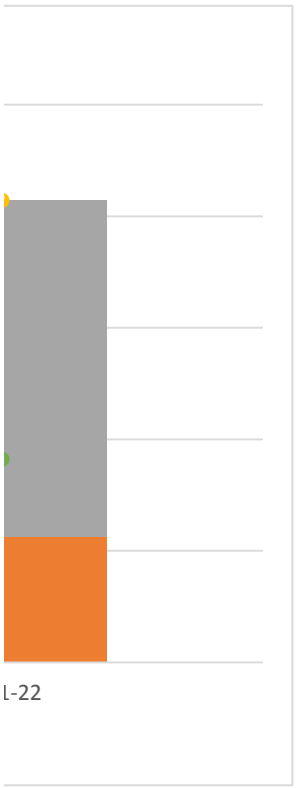
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2027-May	**2027-Nov**	**2028-May**	**2028-Nov**	**2029-May**	**2029-Nov**	**2030-May**	**2030-Nov**	**2031-May**
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
152	224	262	376	437	612	706	678	673

2031-Nov	**2032-May**	**2032-Nov**	**2033-May**	**2033-Nov**	**2034-May**	**2034-Nov**	**2035-May**	**2035-Nov**
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

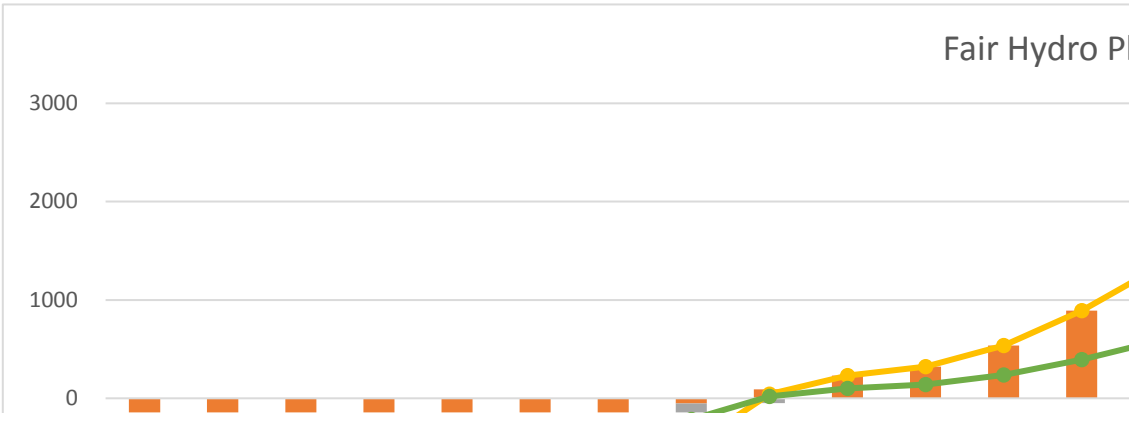
Annual

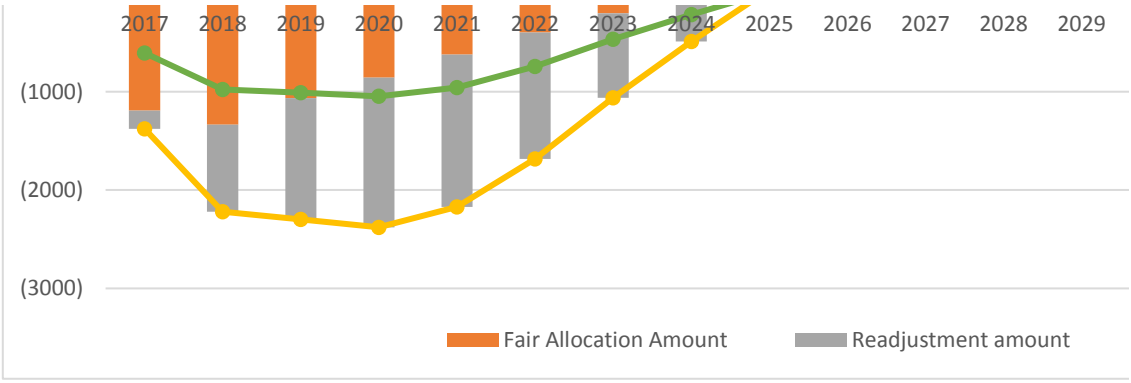
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

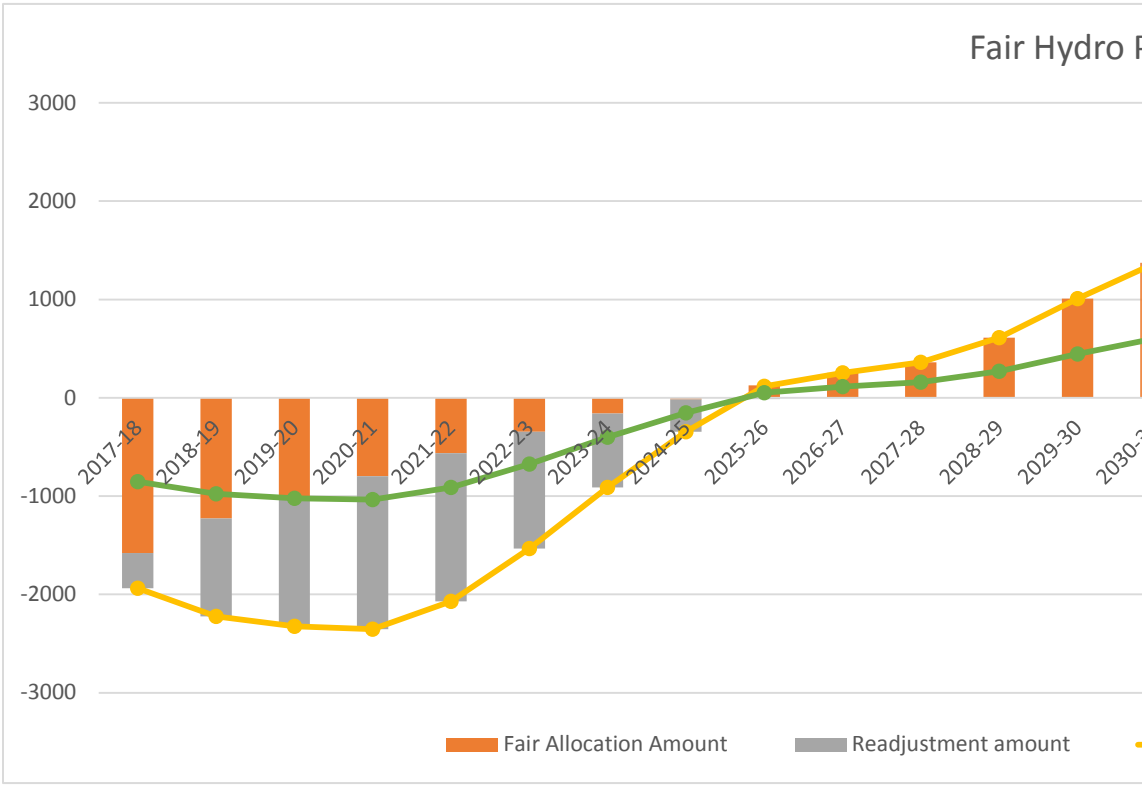
*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1




2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
(1000)
(2000)
(3000)
Fair Allocation Amount
Readjustment amount


Fair Hydro F
3000
2000
1000
0
-1000
-2000
-3000
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

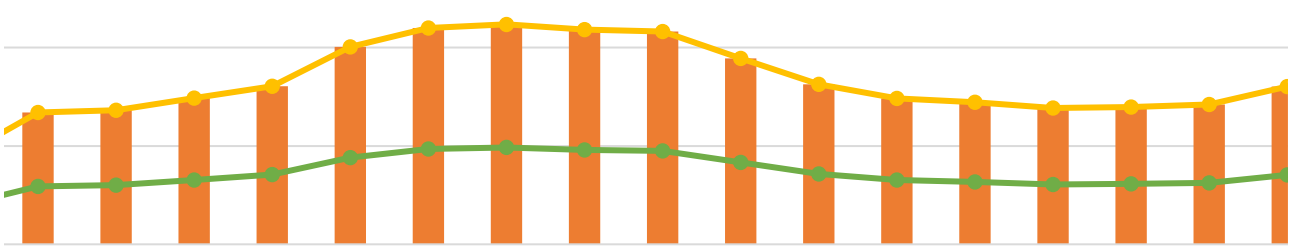
2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

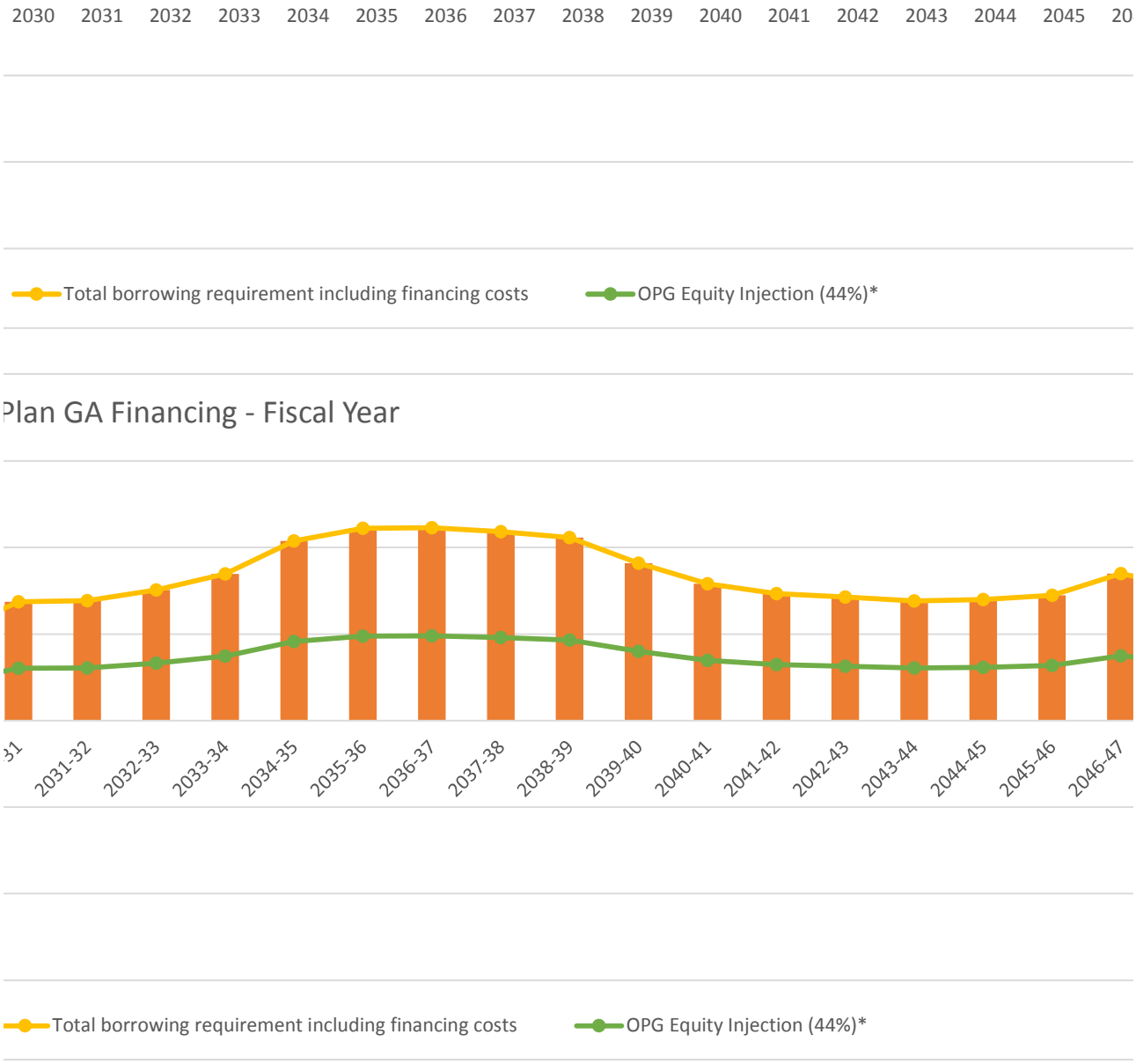
2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

ble.

2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

lan GA Financing - Calendar Year

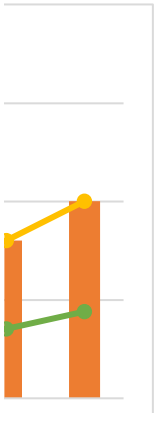



2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94



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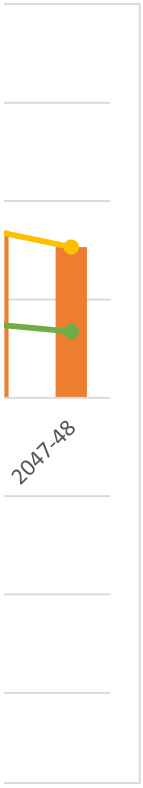
2047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2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Readjustment amount	-74	-341	-470
Total borrowing requirement including financing costs	-1005	-1120	-1099

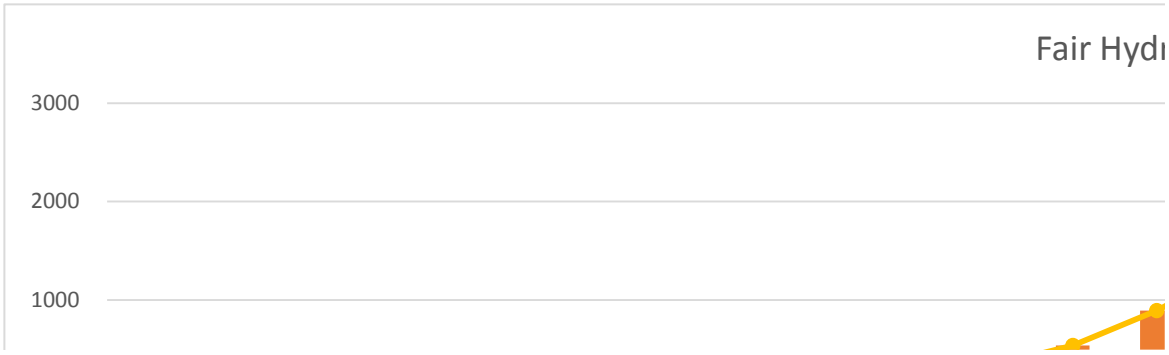
Annual

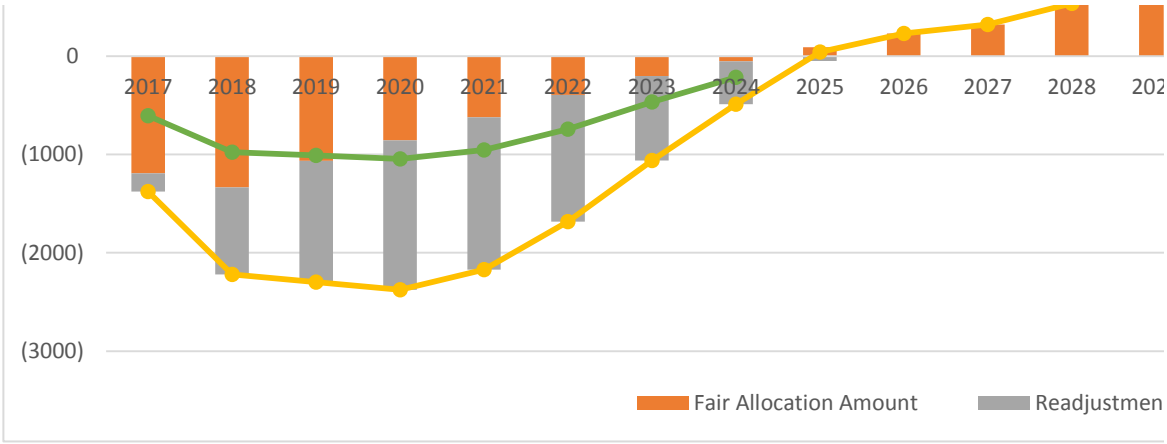
$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Readjustment amount	(188)	(885)	(1233)
Total Annual Borrowing Requirement	(1378)	(2221)	(2297)
Accumulated borrowing requirement including financing costs		(3599)	(5896)
OPG Equity Injection (44%)	(606)	(977)	(1011)

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	(1580)	(1227)	(1014)
Readjustment amount	(358)	(997)	(1312)
Total Borrowing Requirement	(1938)	(2224)	(2326)
Accumulated borrowing requirement including financing costs		(4162)	(6488)
OPG Equity Injection (44%)	(853)	(979)	(1023)

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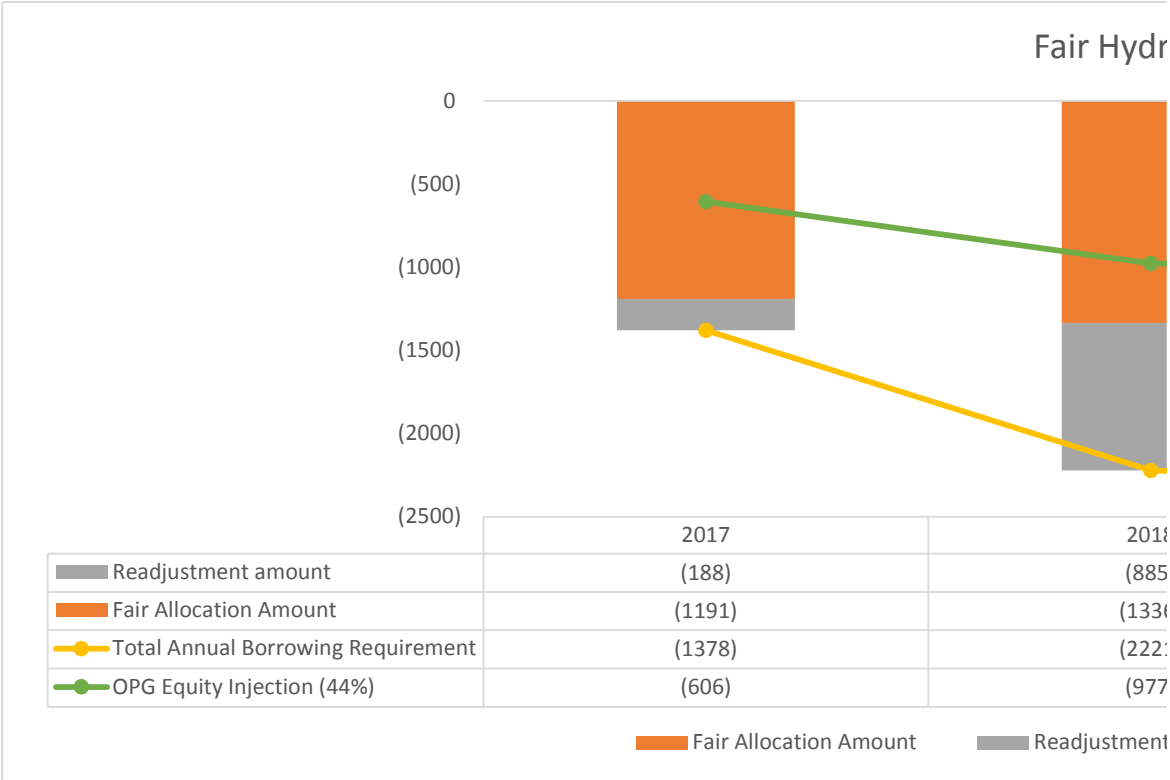
Fair Allocation Amount
Readjustmen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0
(500)
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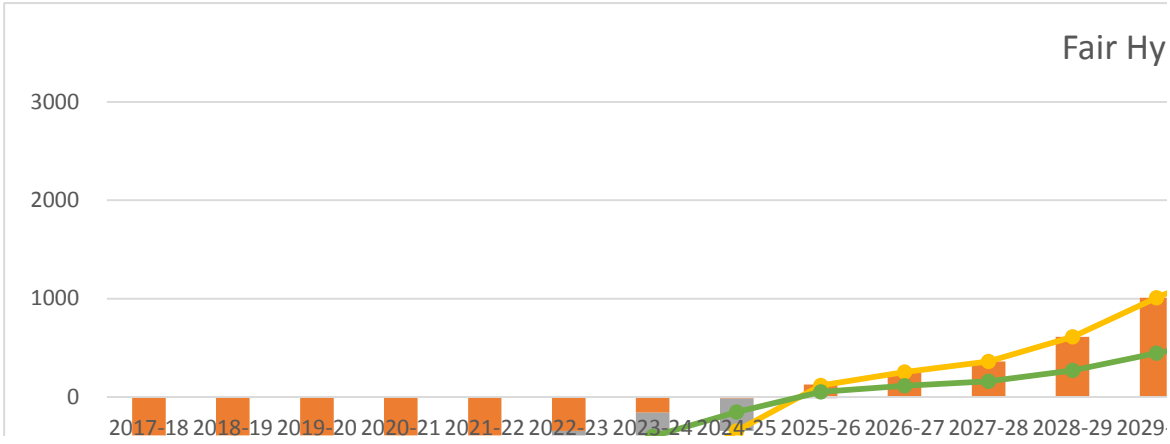
(2500)
2017
Readjustment amount
(188)
Fair Allocation Amount
(1191)
Total Annual Borrowing Requirement
(1378)
OPG Equity Injection (44%)
(606)
Fair Allocation Amount
Readjustment


Fair Hy
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0
2017-18
2018-19
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2020-21
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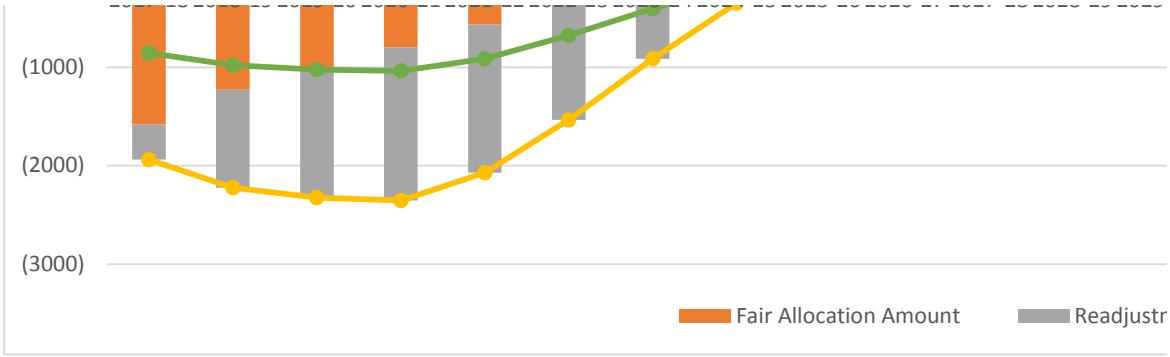
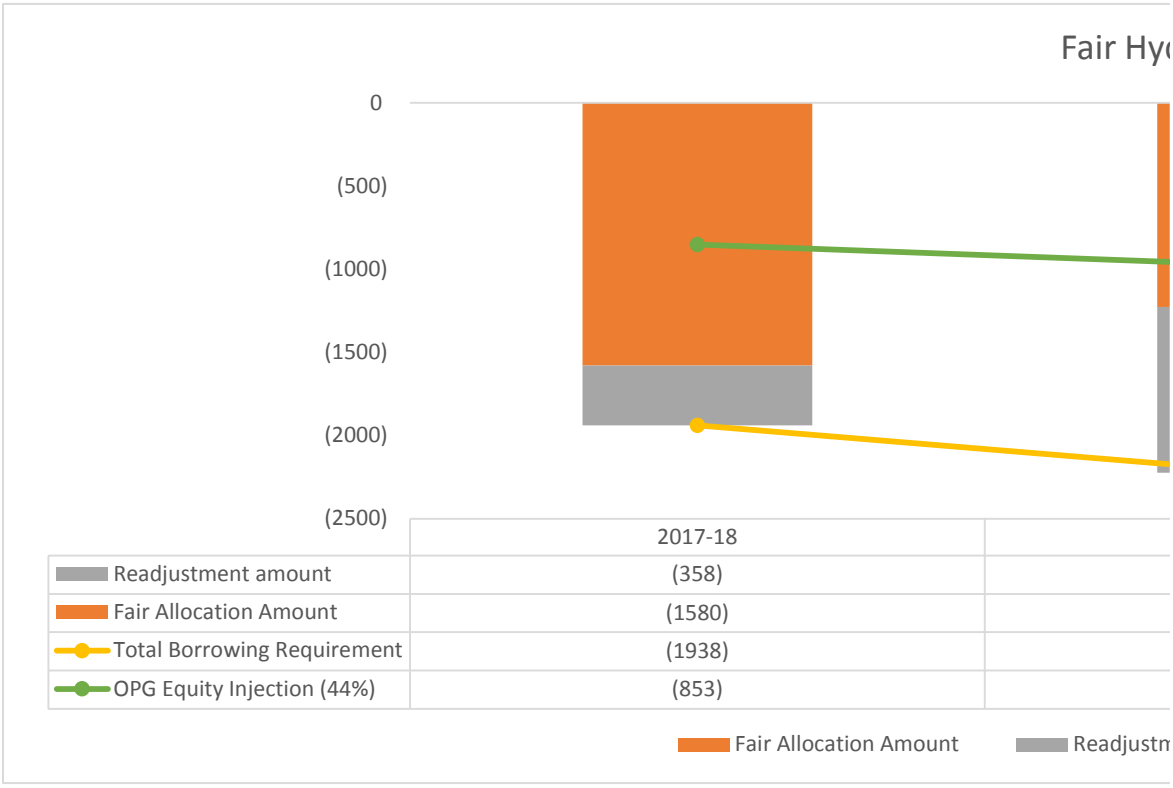
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29





	2017-18	
Readjustment amount	(358)	
Fair Allocation Amount	(1580)	
Total Borrowing Requirement	(1938)	
OPG Equity Injection (44%)	(853)	

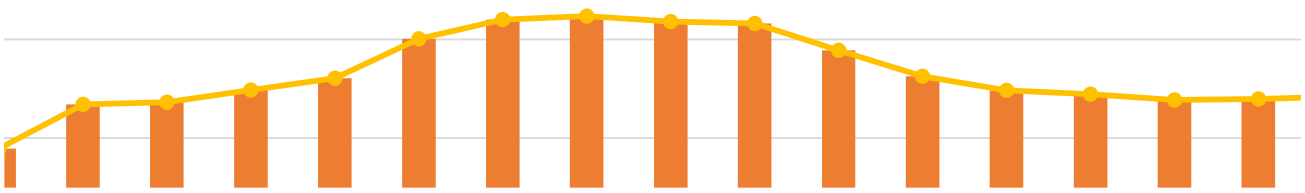
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

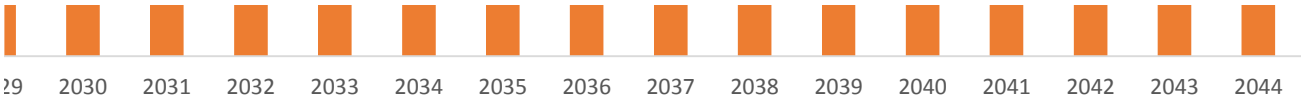
2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(2378)	(2172)	(1684)	(1060)	(489)	42	231	321	537
(8274)	(10446)	(12130)	(13190)	(13679)	(13637)	(13406)	(13085)	(12549)
(1046)	(956)	(741)	(466)	(215)	18	102	141	236

:.

2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(798)	(563)	(344)	(161)	(18)	128	254	362	613
(1555)	(1508)	(1191)	(752)	(329)	(12)			
(2353)	(2071)	(1535)	(913)	(347)	116	254	362	613
(8840)	(10911)	(12446)	(13359)	(13705)	(13590)	(13336)	(12973)	(12361)
(1035)	(911)	(675)	(402)	(152)	51	112	159	270

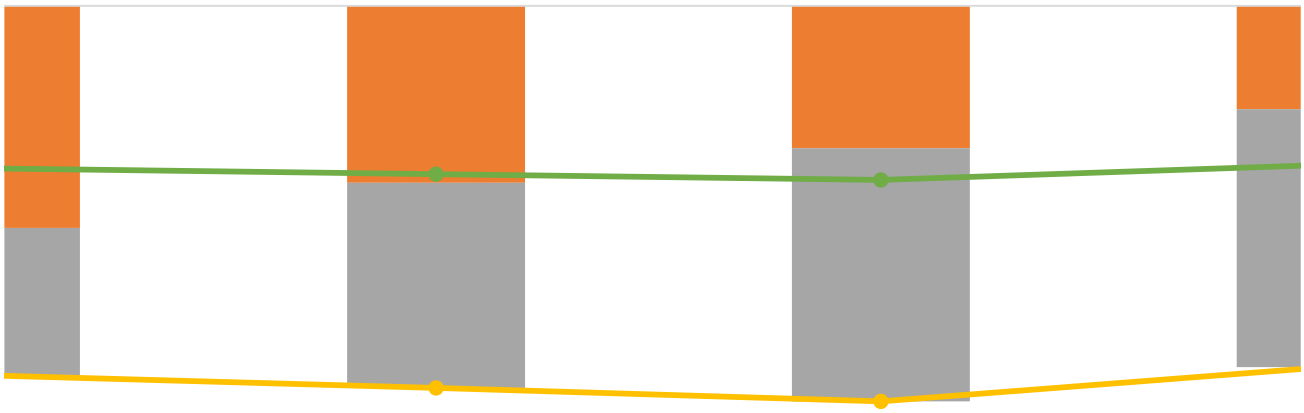
ro Plan GA Financing - Calendar Year





t amount Total Annual Borrowing Requirement OPG Equity Injection (44%)

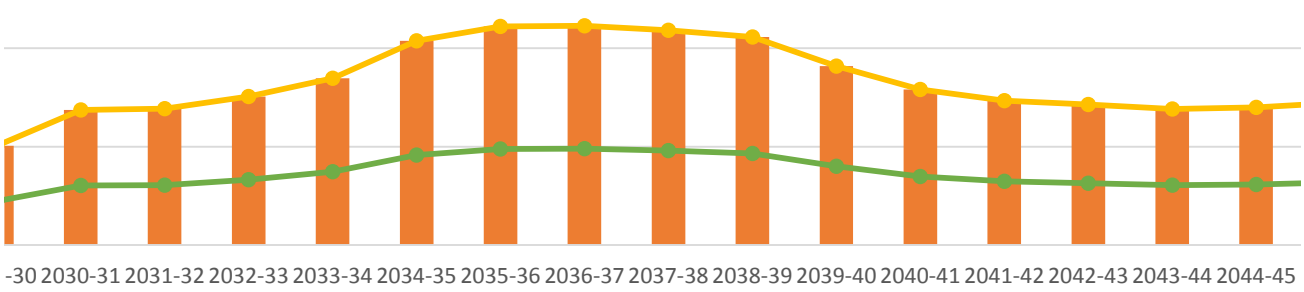
ro Plan GA Financing - Calendar Year



8	2019	2020	
5)	(1233)	(1523)	(
6)	(1064)	(855)	
1)	(2297)	(2378)	(
7)	(1011)	(1046)	

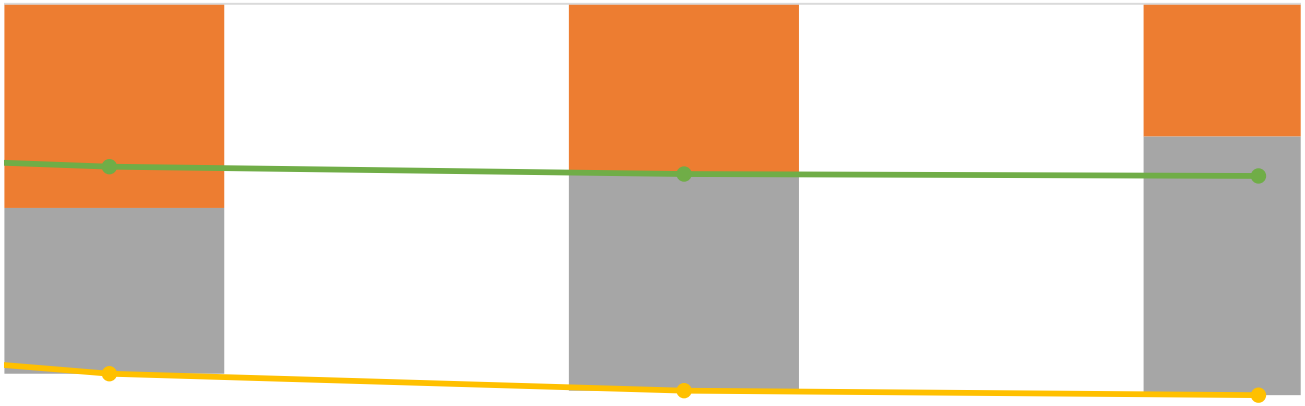
t amount Total Annual Borrowing Requirement OPG Equity Injection (44%)

dro Plan GA Financing - Fiscal Year



ıment amount — Total Borrowing Requirement — OPG Equity Injection (44%)

dro Plan GA Financing - Fiscal Year



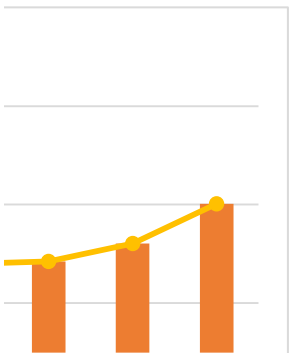
2018-19	2019-20	2020-21
(997)	(1312)	(1555)
(1227)	(1014)	(798)
(2224)	(2326)	(2353)
(979)	(1023)	(1035)

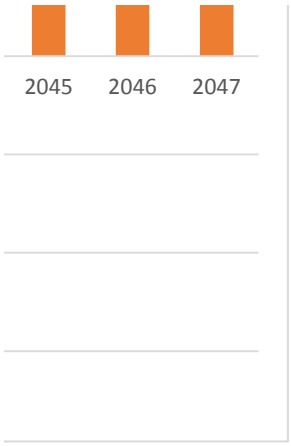
ıment amount — Total Borrowing Requirement — OPG Equity Injection (44%)

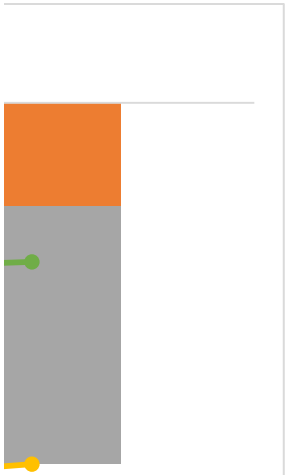
2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-631	-527	-337	-247	-52	45	95	121	141

2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
892	1340	1365	1486	1609	2007	2201	2237	2185
(11657)	(10317)	(8952)	(7466)	(5858)	(3851)	(1649)	588	2773
392	590	600	654	708	883	969	984	961

2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1010	1373	1385	1510	1694	2076	2221	2227	2183
1010	1373	1385	1510	1694	2076	2221	2227	2183
(11351)	(9978)	(8593)	(7083)	(5389)	(3313)	(1092)	1136	3318
444	604	609	664	745	913	977	980	960







2021
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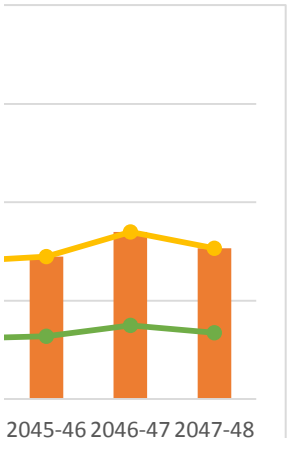
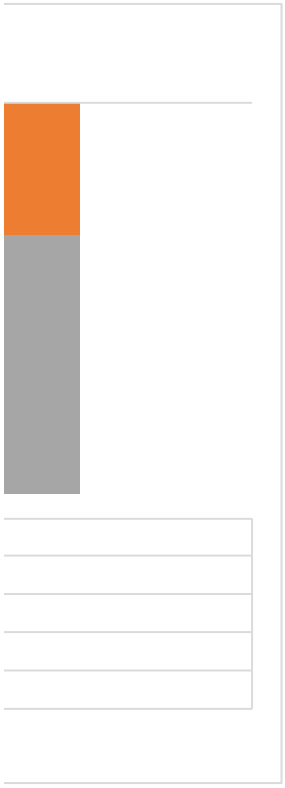
(2172)
(956)





2027-May	2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
152	224	262	376	437	612	706	678	673

2038	2039	2040	2041	2042	2043	2044	2045	2046
2163	1892	1626	1484	1444	1385	1395	1421	1603
2163	1892	1626	1484	1444	1385	1395	1421	1603
4936	6828	8454	9938	11381	12767	14162	15583	17186
952	832	716	653	635	610	614	625	705

2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
2114	1820	1580	1468	1430	1383	1398	1449	1699
2114	1820	1580	1468	1430	1383	1398	1449	1699
5432	7252	8832	10300	11730	13113	14511	15960	17659
930	801	695	646	629	608	615	637	748

2031-Nov	2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2047

2006

2006

19192

883

2047-48

1534

1534

19192

675

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Readjustment amount	-74	-341	-470
Total borrowing requirement including financing costs	-1005	-1120	-1099

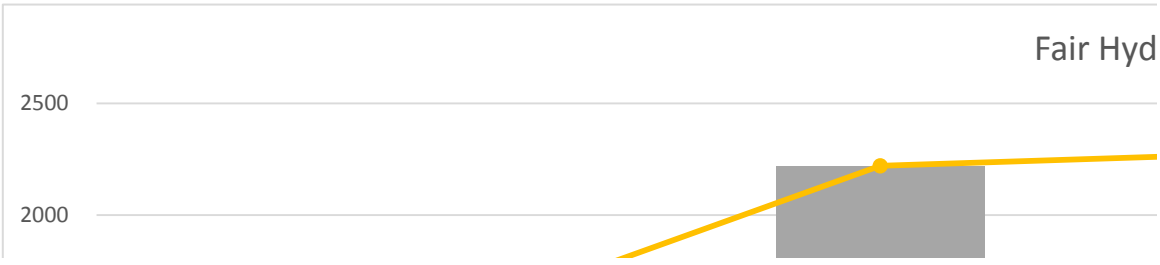
Annual

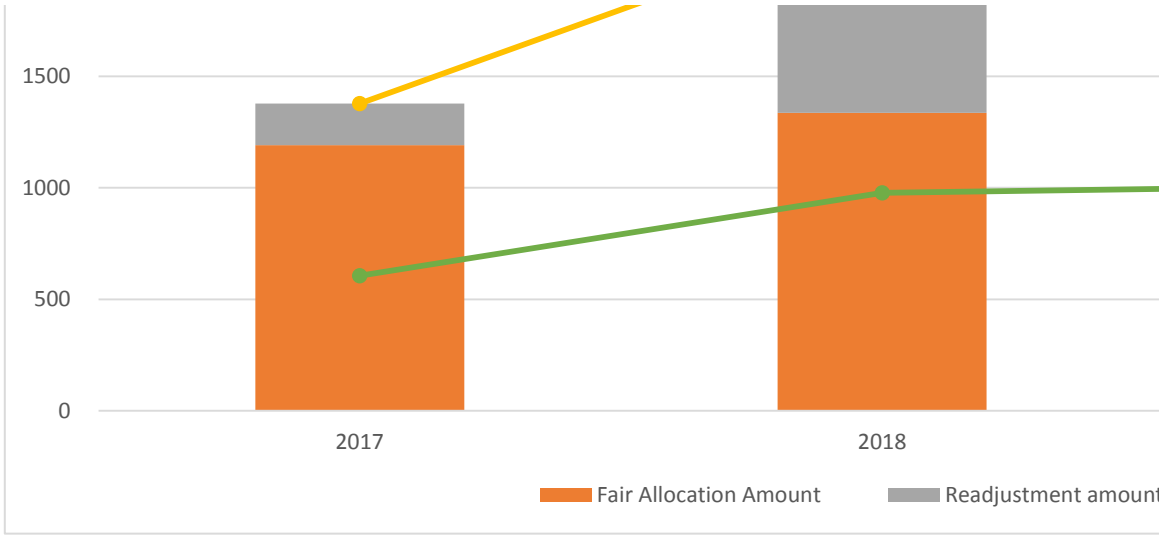
$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	1191	1336	1064
Readjustment amount	188	885	1233
Total borrowing requirement including financing costs	1378	2221	2297
Accumulated borrowing requirement including financing costs		3599	5896
OPG Equity Injection (44%)*	606	977	1011

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	1580	1227	1014
Readjustment amount	358	997	1312
Total borrowing requirement including financing costs	1938	2224	2326
Accumulated borrowing requirement including financing costs		4162	6488
OPG Equity Injection (44%)*	853	979	1023

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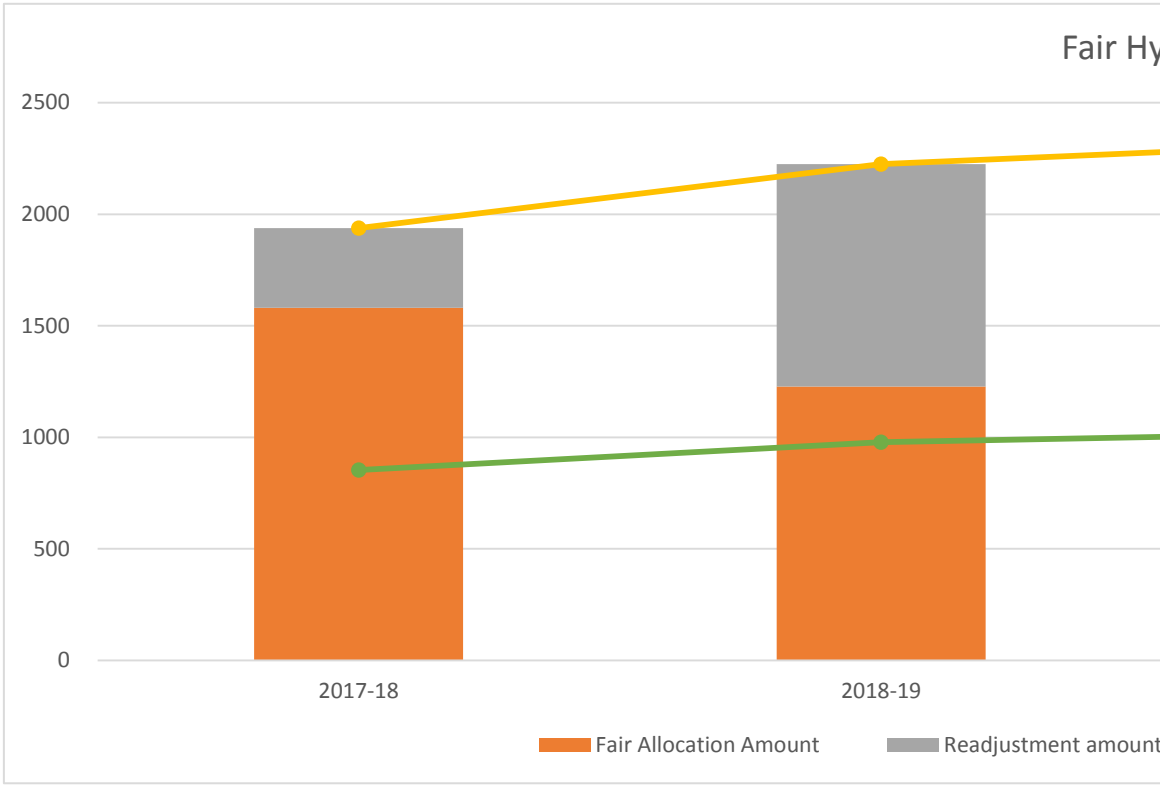
1000
500
0
2017
2018
Fair Allocation Amount
Readjustment amount

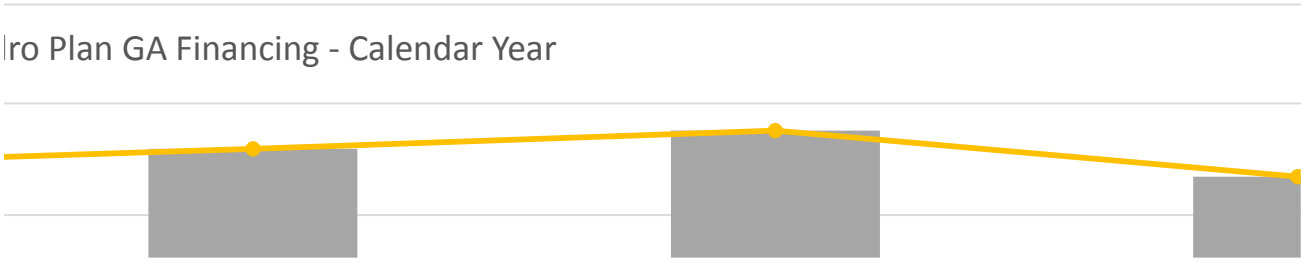

Fair Hy
2500
2000
1500
1000
500
0
2017-18
2018-19
Fair Allocation Amount
Readjustment amount

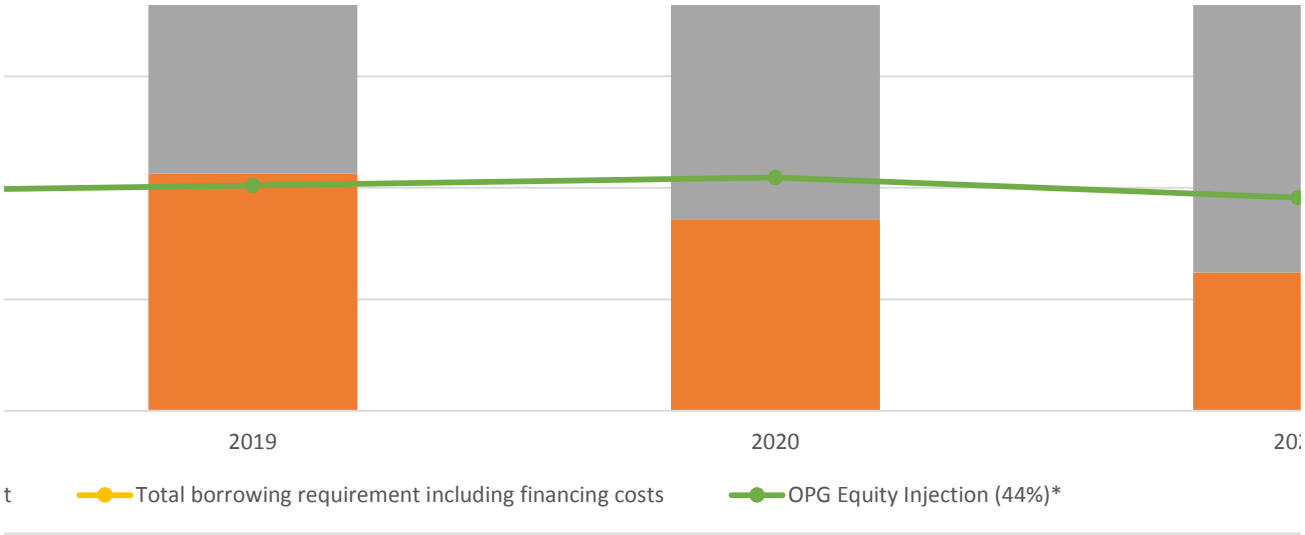
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

2020	2021
855	621
1523	1551
2378	2172
8274	10446
1046	956

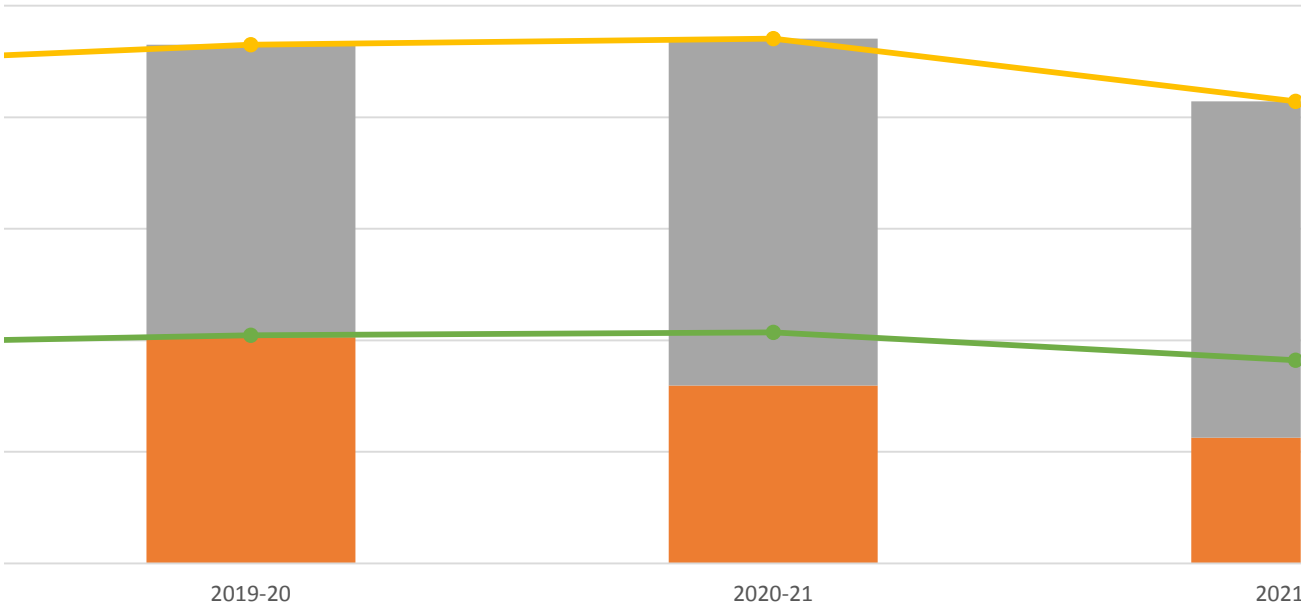
:.

2020-21	2021-22
798	563
1555	1508
2353	2071
8840	10911
1035	911

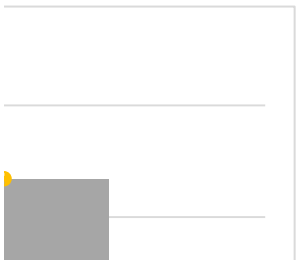


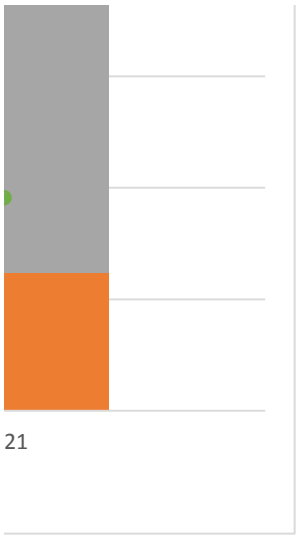


ydro Plan GA Financing - Fiscal Year



2022-Nov	**2023-May**	**2023-Nov**	**2024-May**	**2024-Nov**	**2025-May**	**2025-Nov**	**2026-May**	**2026-Nov**
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-631	-527	-337	-247	-52	45	95	121	141

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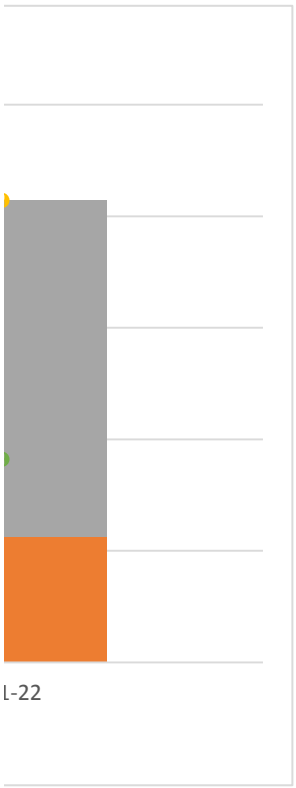
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2027-May	**2027-Nov**	**2028-May**	**2028-Nov**	**2029-May**	**2029-Nov**	**2030-May**	**2030-Nov**	**2031-May**
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
152	224	262	376	437	612	706	678	673

2031-Nov	**2032-May**	**2032-Nov**	**2033-May**	**2033-Nov**	**2034-May**	**2034-Nov**	**2035-May**	**2035-Nov**
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

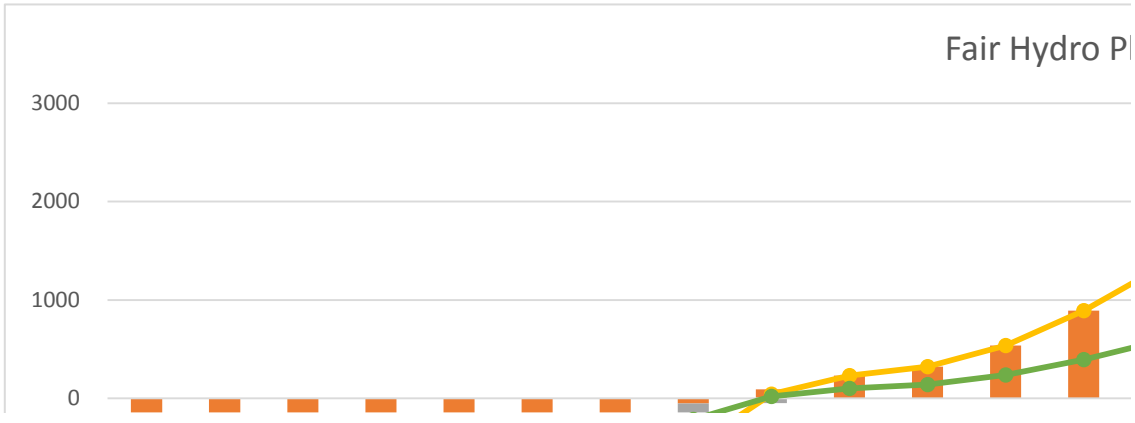
Annual

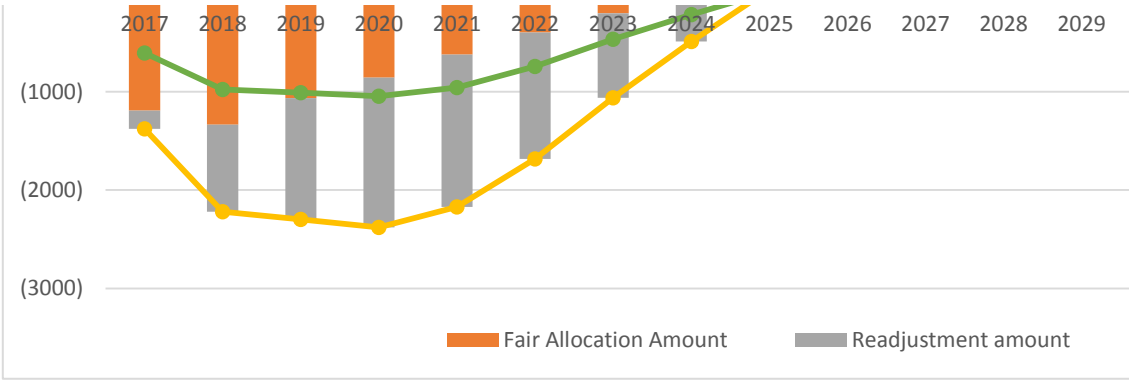
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1




2017
2018
2019
2020
2021
2022
2023
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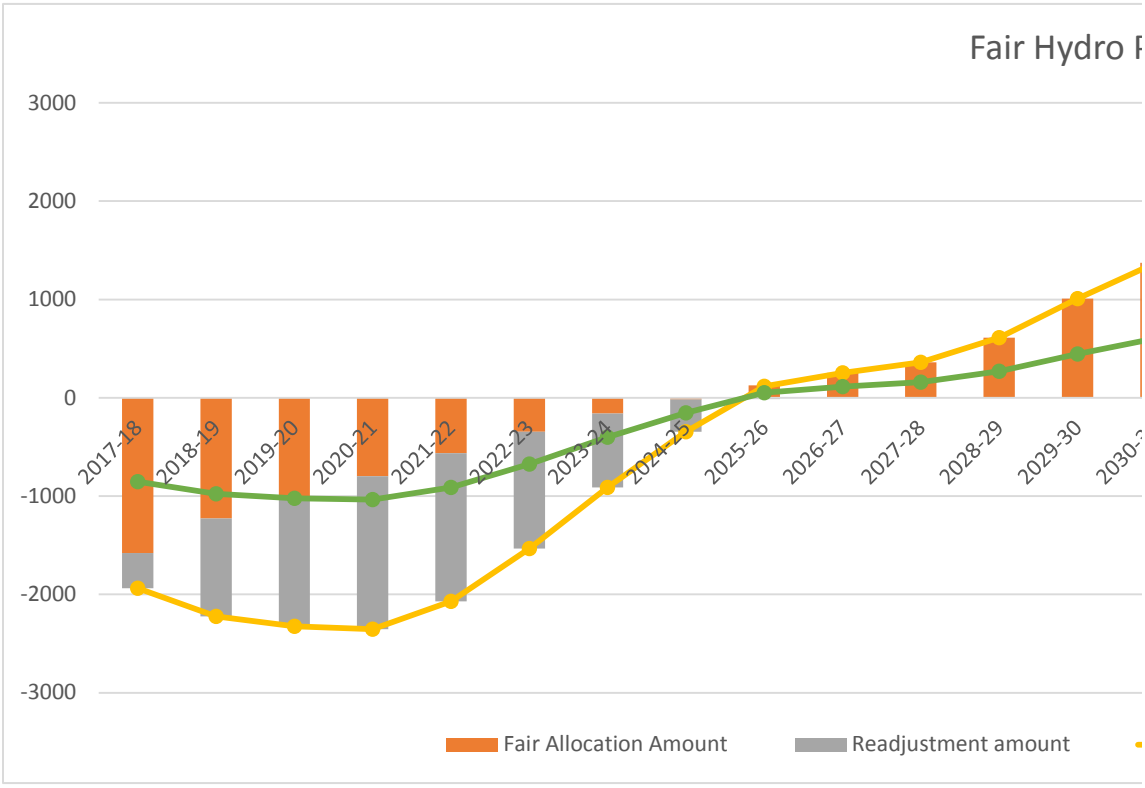
2025
2026
2027
2028
2029
(1000)
(2000)
(3000)
Fair Allocation Amount
Readjustment amount


Fair Hydro F
3000
2000
1000
0
-1000
-2000
-3000
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

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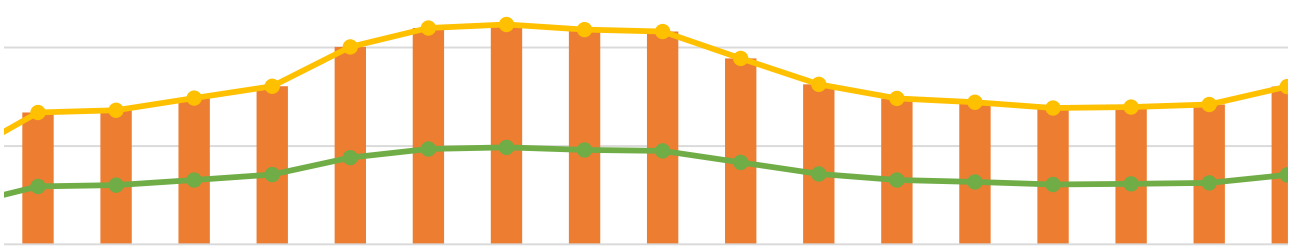
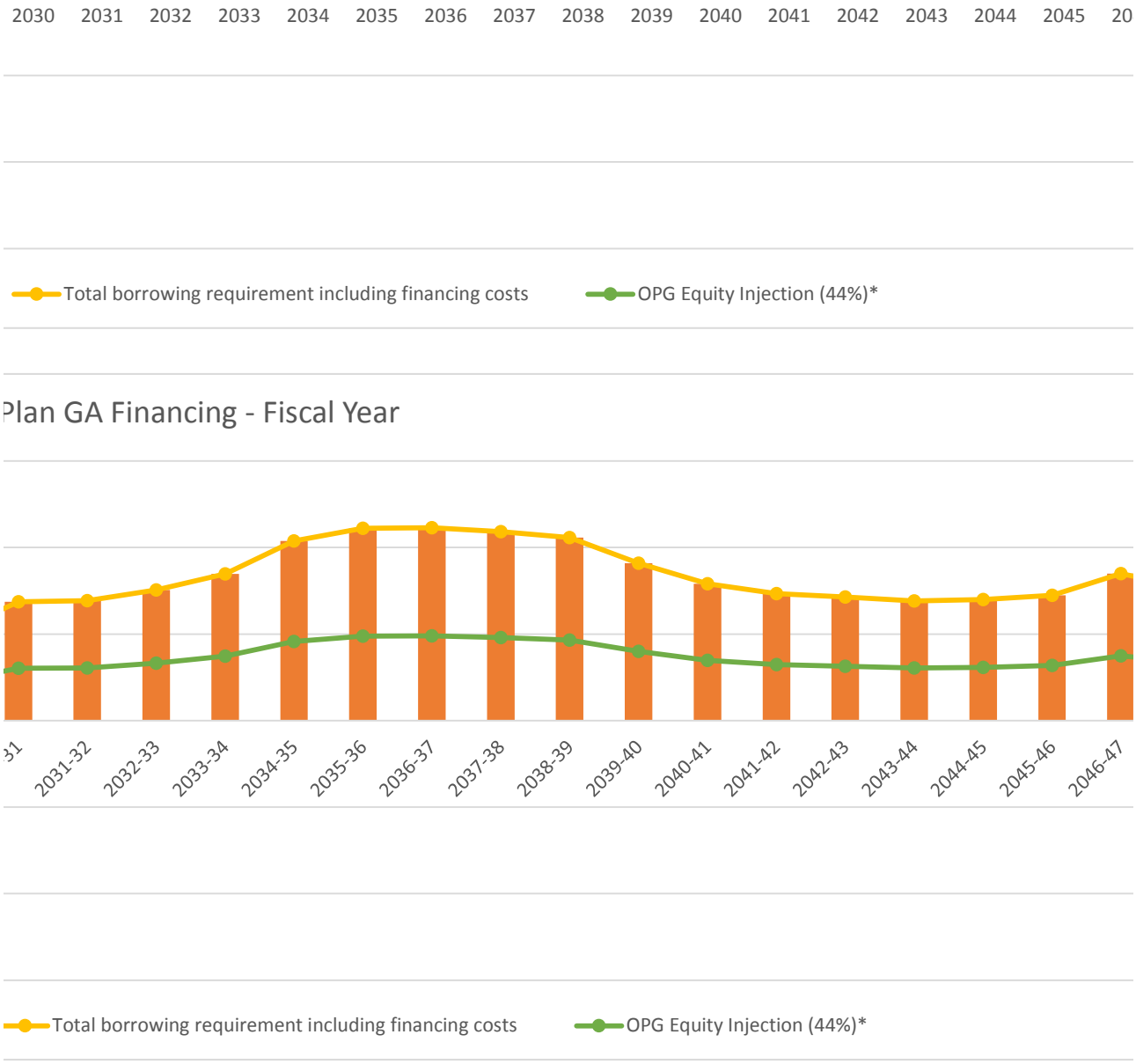
2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

Ian GA Financing - Calendar Year

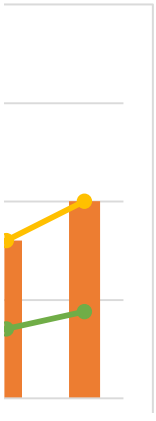


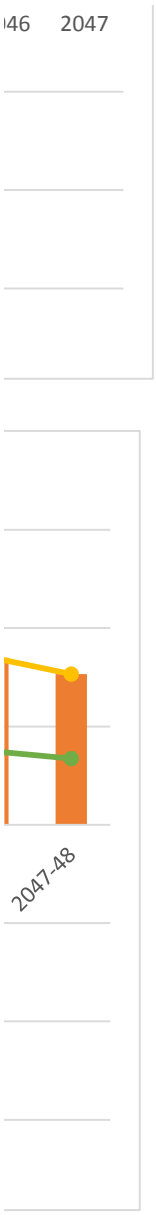

2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94




46
2047
2047-48

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
Fair Allocation Amount	-931	-779	-629
Readjustment amount	-74	-341	-470
Total borrowing requirement including financing costs	-1005	-1120	-1099

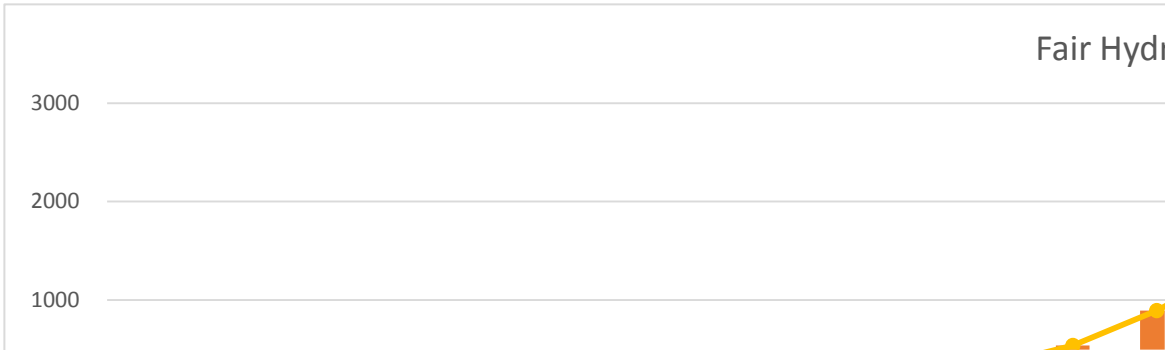
Annual

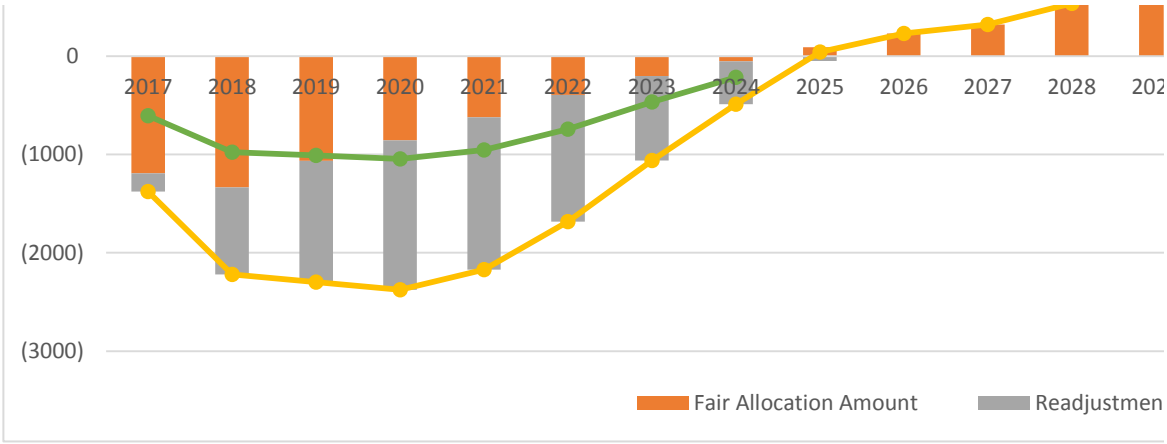
$ nominal million	**2017**	**2018**	**2019**
Fair Allocation Amount	(1191)	(1336)	(1064)
Readjustment amount	(188)	(885)	(1233)
Total Annual Borrowing Requirement	(1378)	(2221)	(2297)
Accumulated borrowing requirement including financing costs		(3599)	(5896)
OPG Equity Injection (44%)	(606)	(977)	(1011)

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
Fair Allocation Amount	(1580)	(1227)	(1014)
Readjustment amount	(358)	(997)	(1312)
Total Borrowing Requirement	(1938)	(2224)	(2326)
Accumulated borrowing requirement including financing costs		(4162)	(6488)
OPG Equity Injection (44%)	(853)	(979)	(1023)




0
(1000)
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2017
2018
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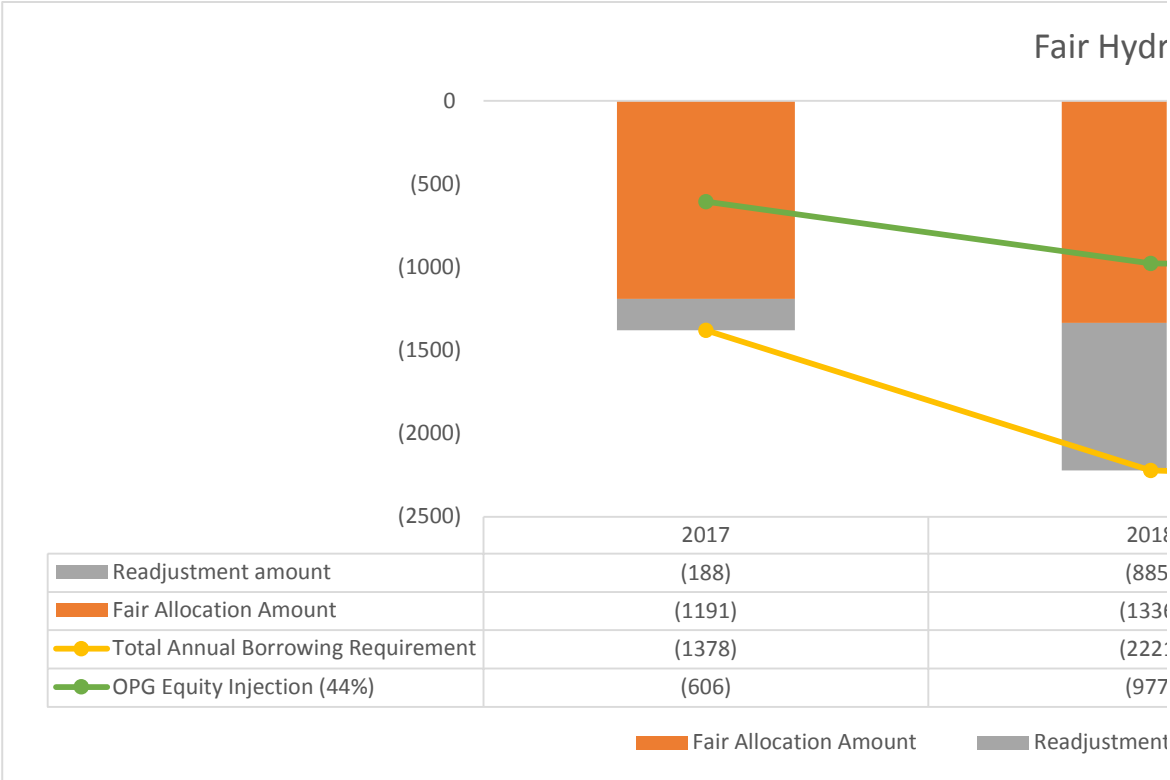
Fair Allocation Amount
Readjustmen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0
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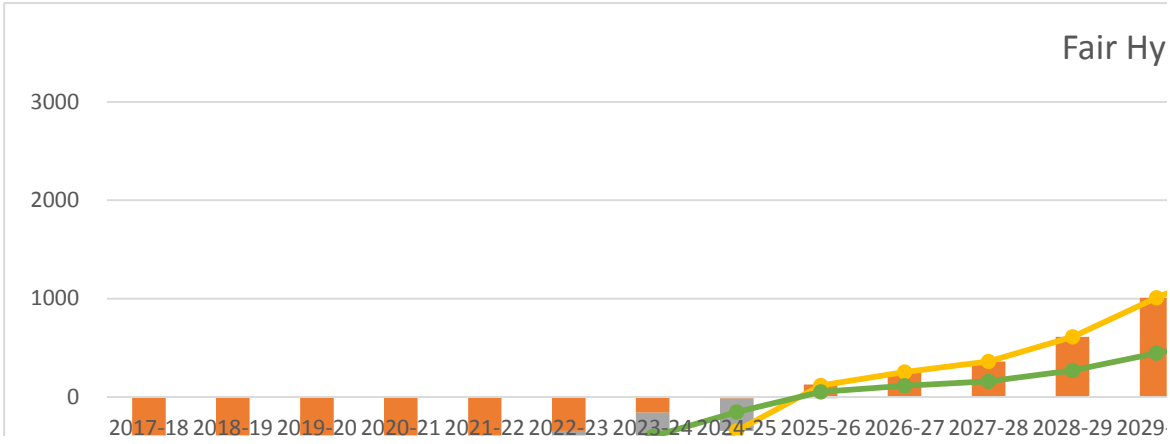
(2500)
2017
Readjustment amount
(188)
Fair Allocation Amount
(1191)
Total Annual Borrowing Requirement
(1378)
OPG Equity Injection (44%)
(606)
Fair Allocation Amount
Readjustment


Fair Hy
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1000
0
2017-18
2018-19
2019-20
2020-21
2021-22
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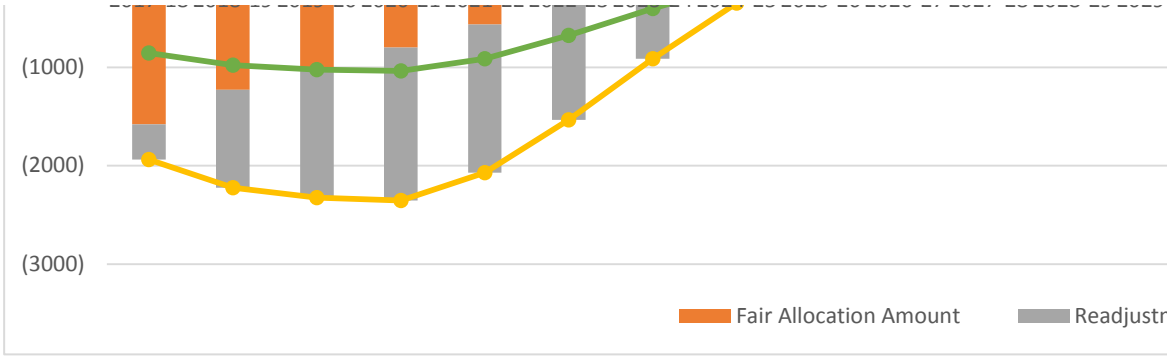
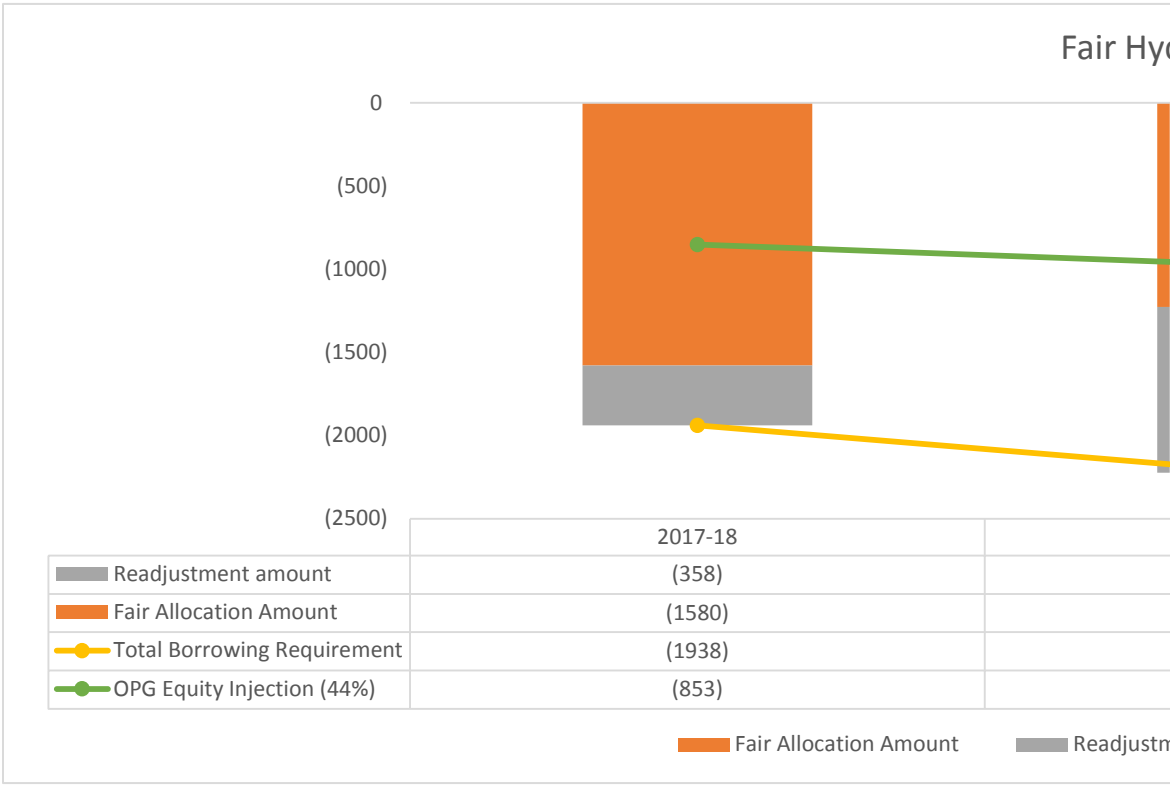
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29





	2017-18	
Readjustment amount	(358)	
Fair Allocation Amount	(1580)	
Total Borrowing Requirement	(1938)	
OPG Equity Injection (44%)	(853)	

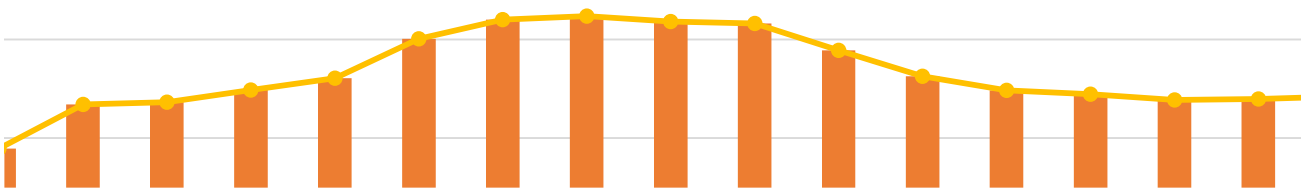
2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

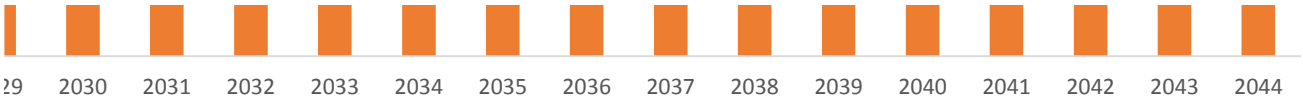
2020	2021	2022	2023	2024	2025	2026	2027	2028
(855)	(621)	(396)	(201)	(53)	91	231	321	537
(1523)	(1551)	(1289)	(859)	(436)	(49)			
(2378)	(2172)	(1684)	(1060)	(489)	42	231	321	537
(8274)	(10446)	(12130)	(13190)	(13679)	(13637)	(13406)	(13085)	(12549)
(1046)	(956)	(741)	(466)	(215)	18	102	141	236

:.

2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(798)	(563)	(344)	(161)	(18)	128	254	362	613
(1555)	(1508)	(1191)	(752)	(329)	(12)			
(2353)	(2071)	(1535)	(913)	(347)	116	254	362	613
(8840)	(10911)	(12446)	(13359)	(13705)	(13590)	(13336)	(12973)	(12361)
(1035)	(911)	(675)	(402)	(152)	51	112	159	270

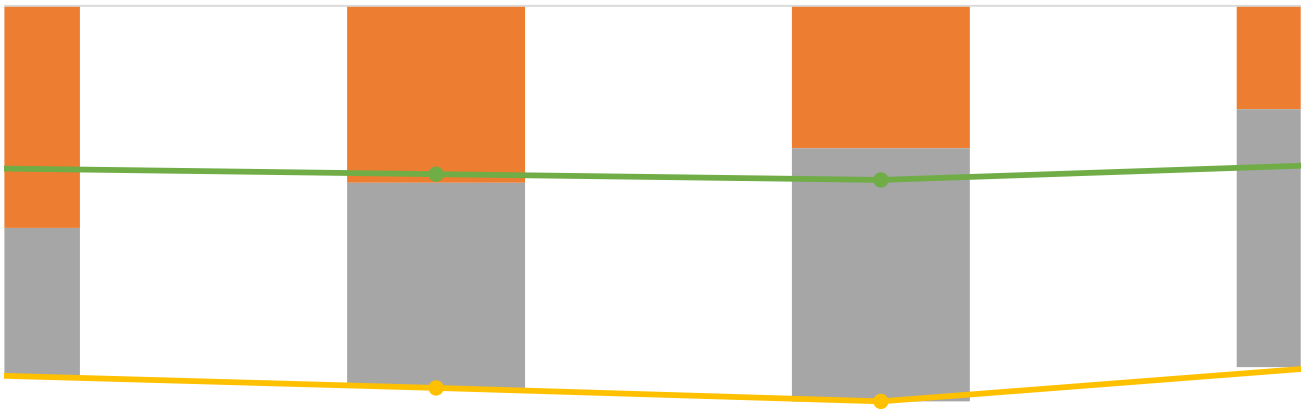
ro Plan GA Financing - Calendar Year





t amount Total Annual Borrowing Requirement OPG Equity Injection (44%)

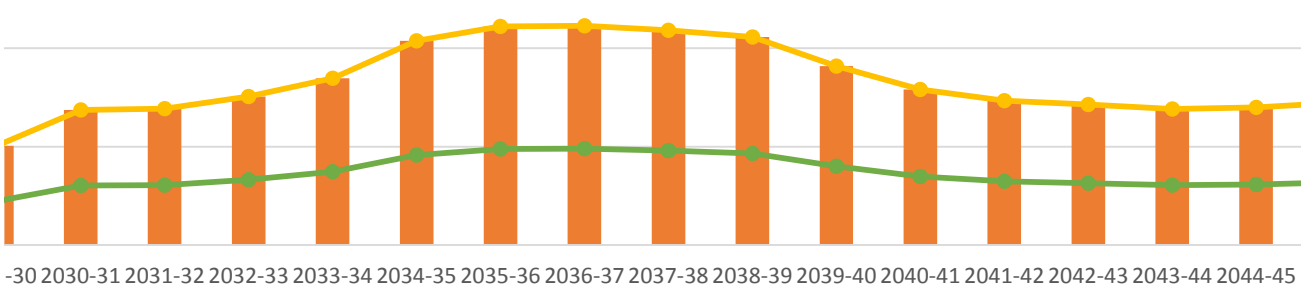
ro Plan GA Financing - Calendar Year



8	2019	2020	
5)	(1233)	(1523)	(
6)	(1064)	(855)	
1)	(2297)	(2378)	(
7)	(1011)	(1046)	

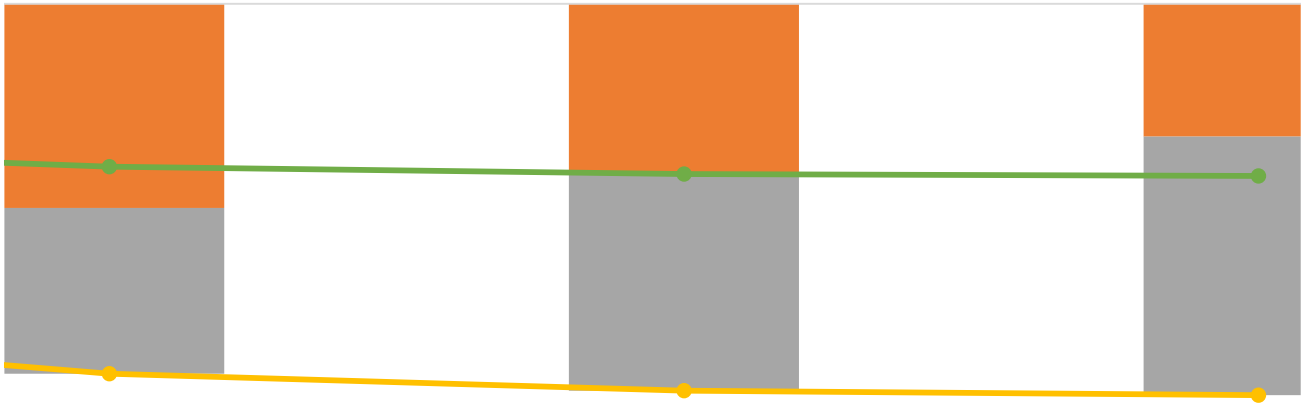
t amount Total Annual Borrowing Requirement OPG Equity Injection (44%)

dro Plan GA Financing - Fiscal Year



ıment amount — Total Borrowing Requirement — OPG Equity Injection (44%)

dro Plan GA Financing - Fiscal Year



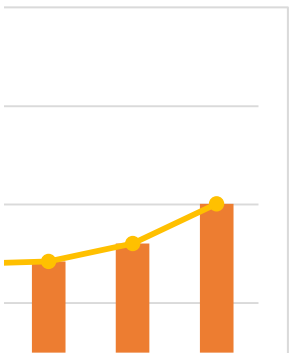
2018-19	2019-20	2020-21
(997)	(1312)	(1555)
(1227)	(1014)	(798)
(2224)	(2326)	(2353)
(979)	(1023)	(1035)

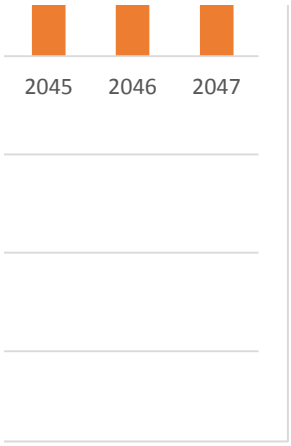
ıment amount — Total Borrowing Requirement — OPG Equity Injection (44%)

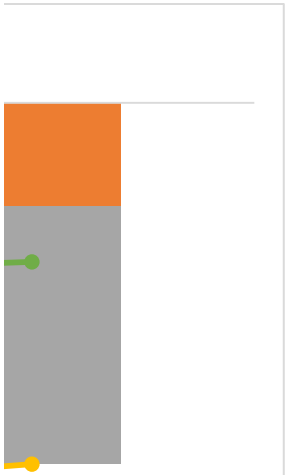
2022-Nov	2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-631	-527	-337	-247	-52	45	95	121	141

2029	2030	2031	2032	2033	2034	2035	2036	2037
892	1340	1365	1486	1609	2007	2201	2237	2185
892	1340	1365	1486	1609	2007	2201	2237	2185
(11657)	(10317)	(8952)	(7466)	(5858)	(3851)	(1649)	588	2773
392	590	600	654	708	883	969	984	961

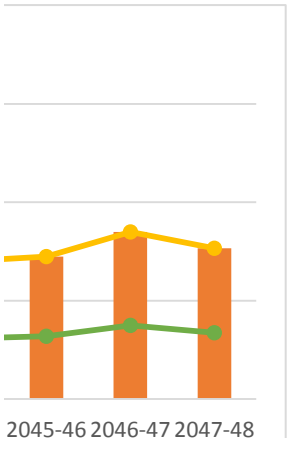
2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
1010	1373	1385	1510	1694	2076	2221	2227	2183
1010	1373	1385	1510	1694	2076	2221	2227	2183
(11351)	(9978)	(8593)	(7083)	(5389)	(3313)	(1092)	1136	3318
444	604	609	664	745	913	977	980	960

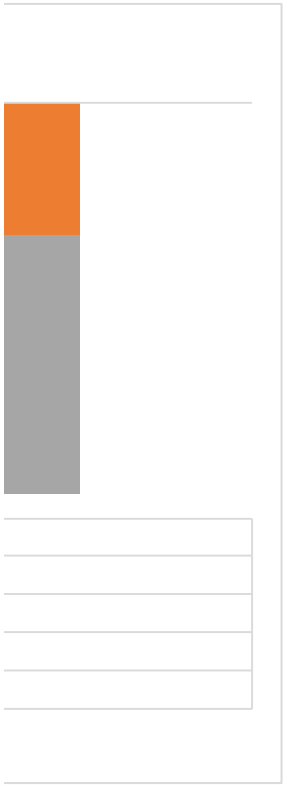






2021
(1551)
(621)
(2172)
(956)





2027-May	2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
152	224	262	376	437	612	706	678	673

2038	2039	2040	2041	2042	2043	2044	2045	2046
2163	1892	1626	1484	1444	1385	1395	1421	1603
2163	1892	1626	1484	1444	1385	1395	1421	1603
4936	6828	8454	9938	11381	12767	14162	15583	17186
952	832	716	653	635	610	614	625	705

2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
2114	1820	1580	1468	1430	1383	1398	1449	1699
2114	1820	1580	1468	1430	1383	1398	1449	1699
5432	7252	8832	10300	11730	13113	14511	15960	17659
930	801	695	646	629	608	615	637	748

2031-Nov	2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2047

2006

2006

19192

883

2047-48

1534

1534

19192

675

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection	44%
Assumed Interest Cost	4.5%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**
	2017	2017	2018
	Jul	Nov	May
	7	11	5
First Date	42917	43040	43221
		43039	43220
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Readjustment amount	-74	-341	-470
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Annual

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Accumulated borrowing requirement including financing costs		3599	5896
OPG Equity Injection (44%)*	606	977	1011

*This includes financing costs, which may need to be excluded upon further information available

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**
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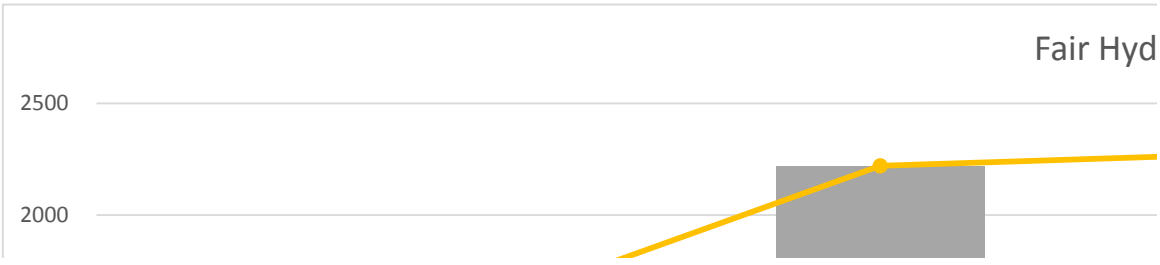
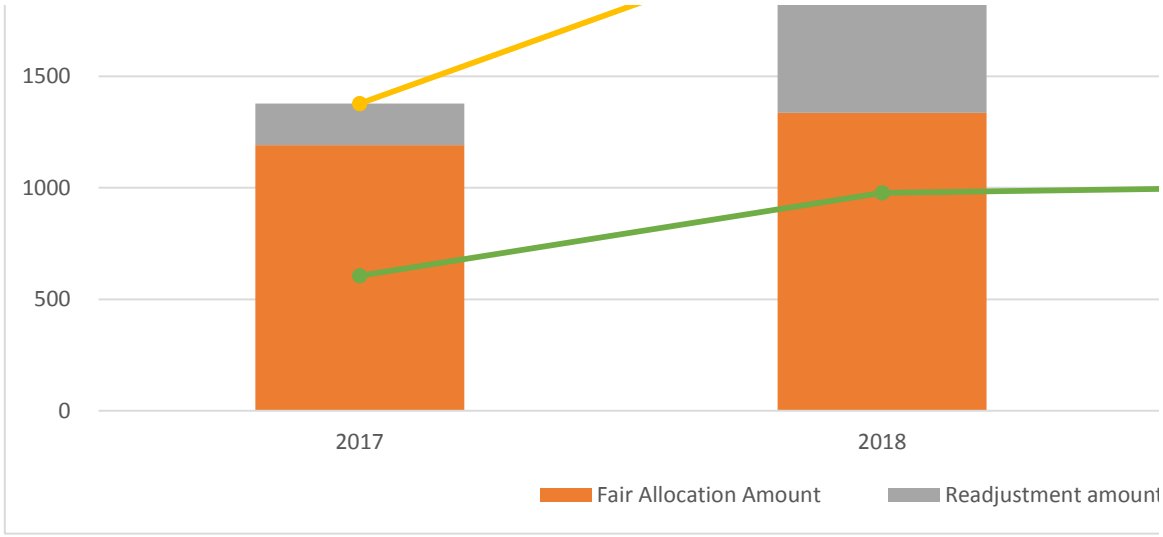
Accumulated borrowing requirement including financing costs		4162	6488
OPG Equity Injection (44%)*	853	979	1023




1500
1000
500
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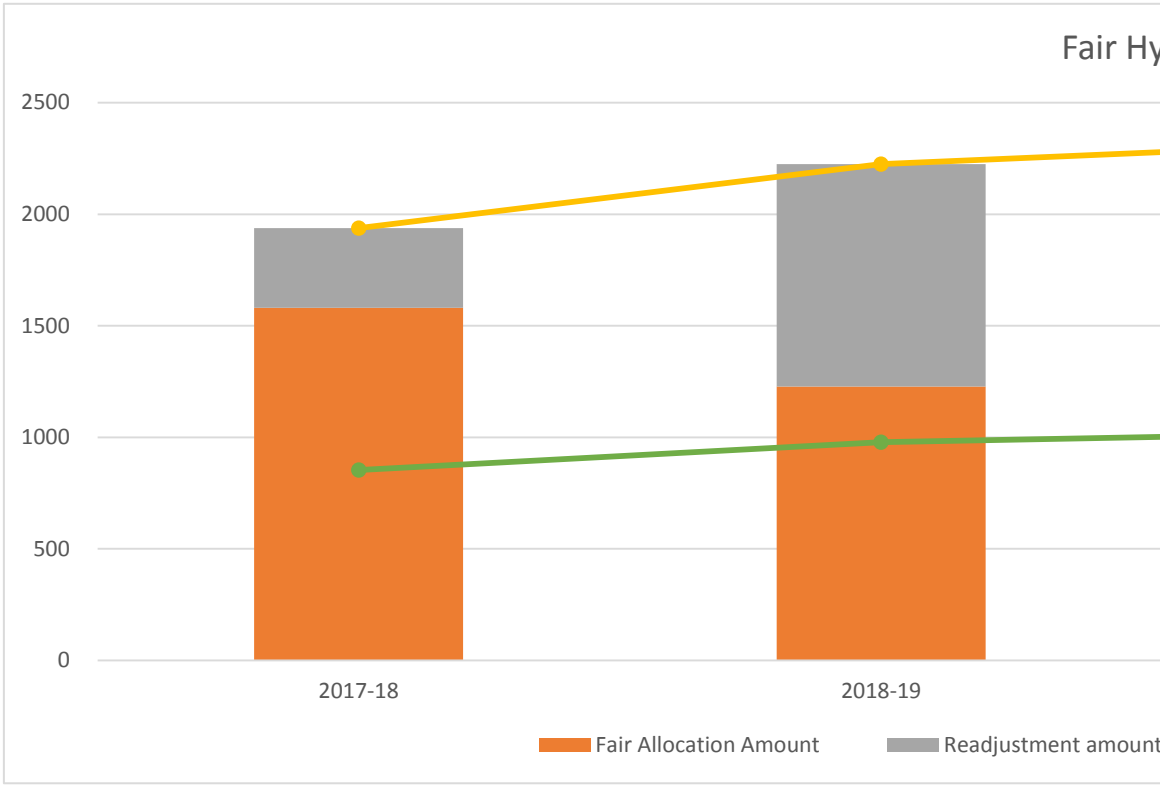
2017
2018
Fair Allocation Amount
Readjustment amount


Fair Hy
2500
2000
1500
1000
500
0
2017-18
2018-19
Fair Allocation Amount
Readjustment amount

2018-Nov	2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May
2018	2019	2019	2020	2020	2021	2021	2021	2022
Nov	May	Nov	May	Nov	May	Jul	Nov	May
11	5	11	5	11	5	7	11	5
43405	43586	43770	43952	44136	44317	44378	44501	44682
43404	43585	43769	43951	44135	44316	44377	44500	44681
-562	-535	-462	-431	-348	-98	-213	-233	-197
-564	-617	-721	-781	-784	-250	-546	-697	-657
-1126	-1152	-1183	-1212	-1132	-348	-759	-930	-854

2020	2021
855	621
1523	1551
2378	2172
8274	10446
1046	956

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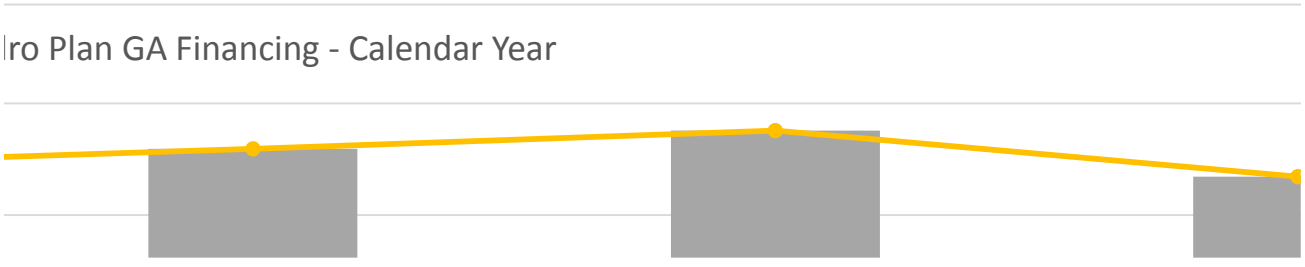
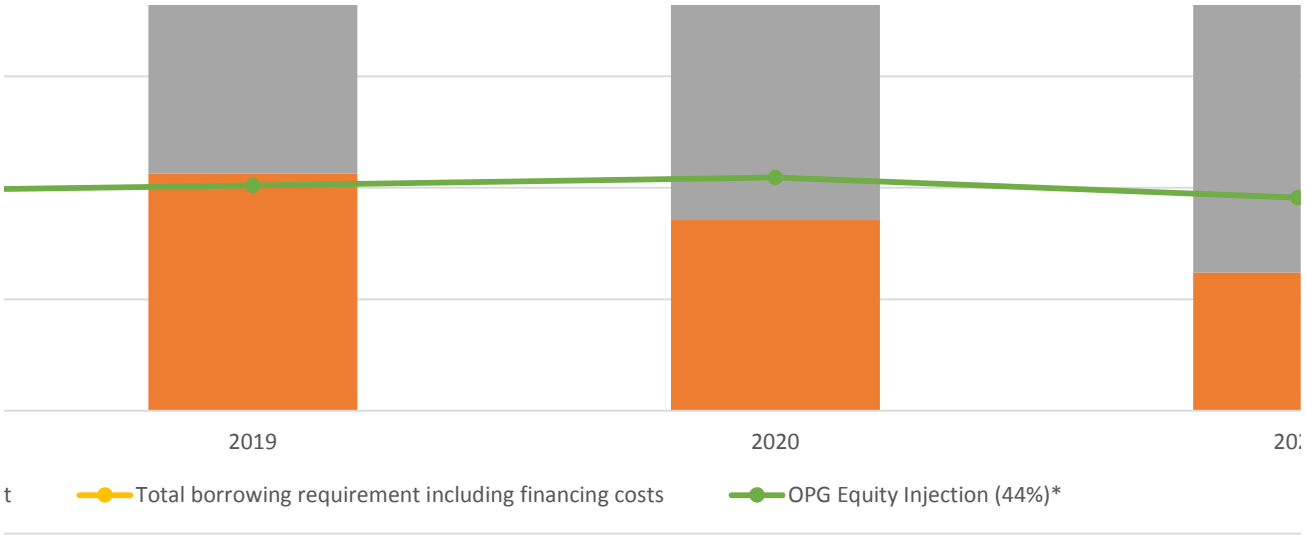
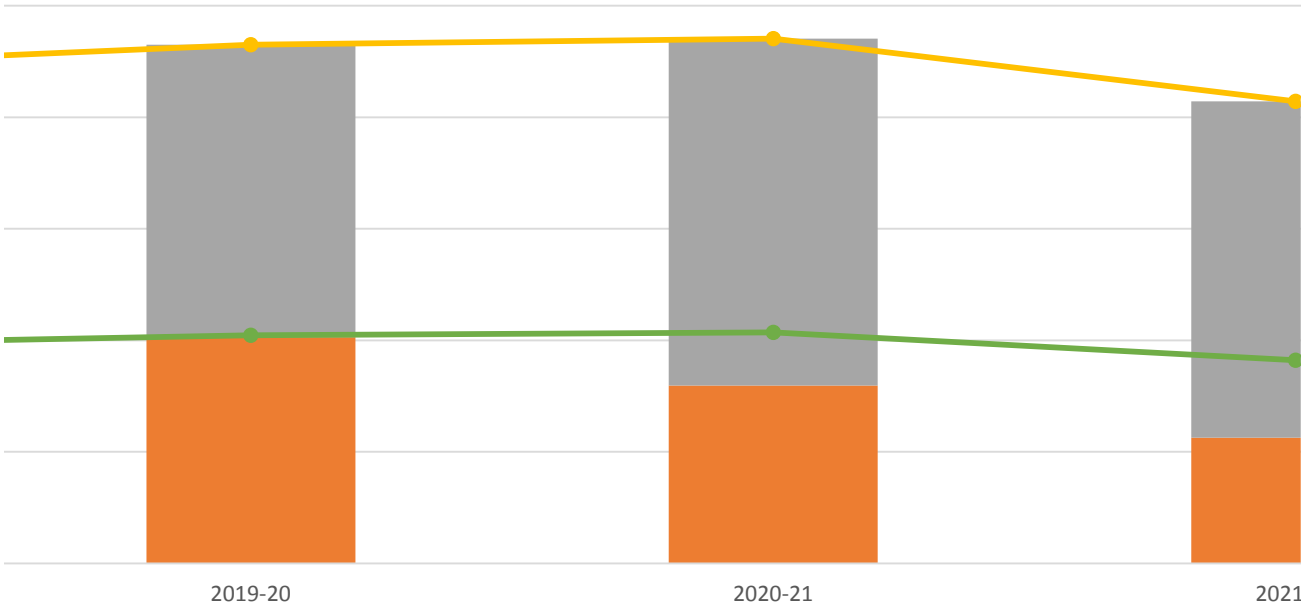
2020-21	2021-22
798	563
1555	1508
2353	2071
8840	10911
1035	911

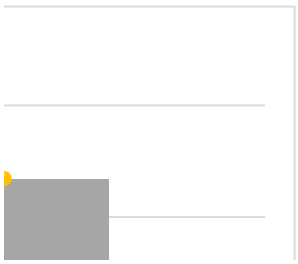


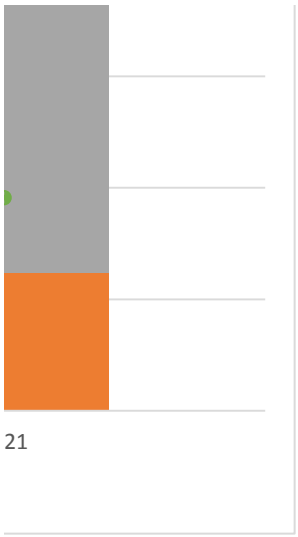


ydro Plan GA Financing - Fiscal Year



2022-Nov	**2023-May**	**2023-Nov**	**2024-May**	**2024-Nov**	**2025-May**	**2025-Nov**	**2026-May**	**2026-Nov**
2022	2023	2023	2024	2024	2025.00	2025	2026	2026
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
44866	45047	45231	45413	45597	45778	45962	46143	46327
44865	45046	45230	45412	45596	45777	45961	46142	46326
-130	-98	-50	-27	21	45	95	121	141
-501	-429	-287	-220	-73				
-631	-527	-337	-247	-52	45	95	121	141

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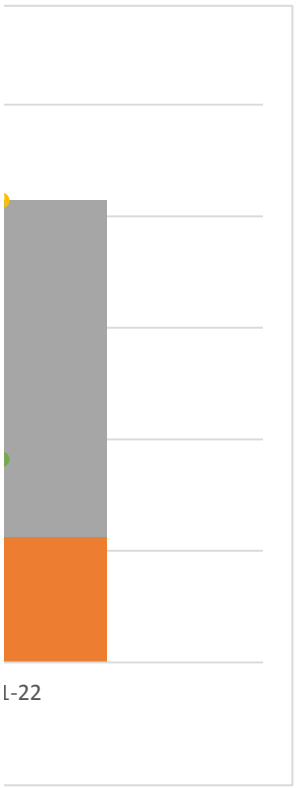
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2027-May	**2027-Nov**	**2028-May**	**2028-Nov**	**2029-May**	**2029-Nov**	**2030-May**	**2030-Nov**	**2031-May**
2027	2027	2028	2028	2029	2029	2030	2030	2031
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
46508	46692	46874	47058	47239	47423	47604	47788	47969
46507	46691	46873	47057	47238	47422	47603	47787	47968
152	224	262	376	437	612	706	678	673
152	224	262	376	437	612	706	678	673

2031-Nov	**2032-May**	**2032-Nov**	**2033-May**	**2033-Nov**	**2034-May**	**2034-Nov**	**2035-May**	**2035-Nov**
2031	2032	2032	2033	2033	2034	2034	2035	2035
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
48153	48335	48519	48700	48884	49065	49249	49430	49614
48152	48334	48518	48699	48883	49064	49248	49429	49613
719	751	767	785	937	1024	1075	1113	1115
719	751	767	785	937	1024	1075	1113	1115

2036-May	**2036-Nov**	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**
2036	2036	2037	2037	2038	2038	2039	2039	2040
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
49796	49980	50161	50345	50526	50710	50891	51075	51257
49795	49979	50160	50344	50525	50709	50890	51074	51256
1129	1095	1091	1091	1105	992	948	848	809
1129	1095	1091	1091	1105	992	948	848	809

2040-Nov	**2041-May**	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**
2040	2041	2041	2042	2042	2043	2043	2044	2044
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
51441	51622	51806	51987	52171	52352	52536	52718	52902
51440	51621	51805	51986	52170	52351	52535	52717	52901
756	738	725	728	697	690	692	701	698
756	738	725	728	697	690	692	701	698

2045-May	**2045-Nov**	**2046-May**	**2046-Nov**	**2047-May**	
2045	2045	2046	2046	2047	2047.00
May	Nov	May	Nov	May	Nov
5	11	5	11	5	11
53083	53267	53448	53632	53813	53997
53082	53266	53447	53631	53812	53996
705	753	786	945	1376	
705	753	786	945	1376	

Equity Injection 44%

Biennial

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
	2017 Jul	2017 Nov	2018 May	2018 Nov
	7	11	5	11
First Date	42917	43040	43221	43405
		43039	43220	43404
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126
	$1,539.67			

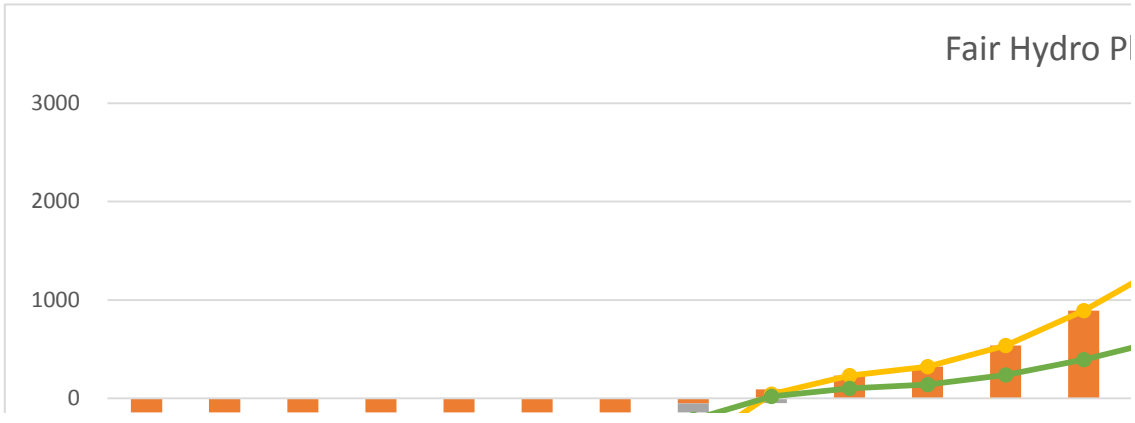
Annual

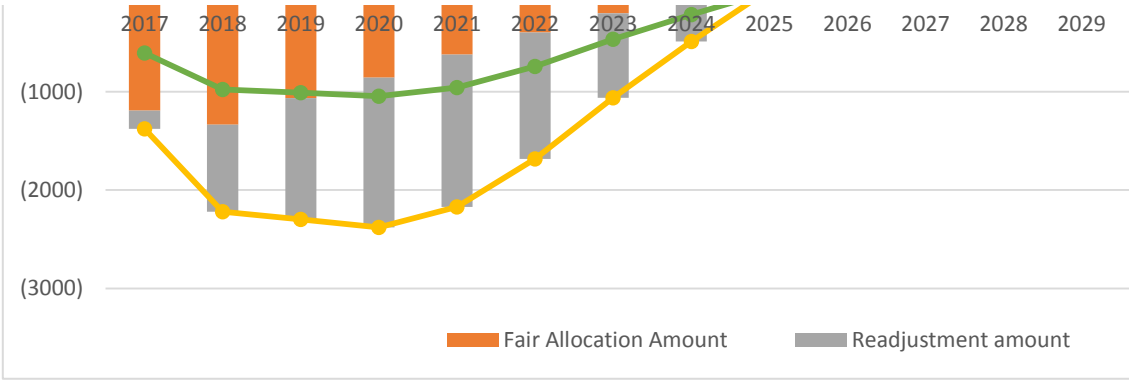
$ nominal million	**2017**	**2018**	**2019**	**2020**
Fair Allocation Amount	(1191)	(1336)	(1064)	(855)
Readjustment amount	(188)	(885)	(1233)	(1523)
Total borrowing requirement including financing costs	(1378)	(2221)	(2297)	(2378)
OPG Equity Injection (44%)*	(606)	(977)	(1011)	(1046)

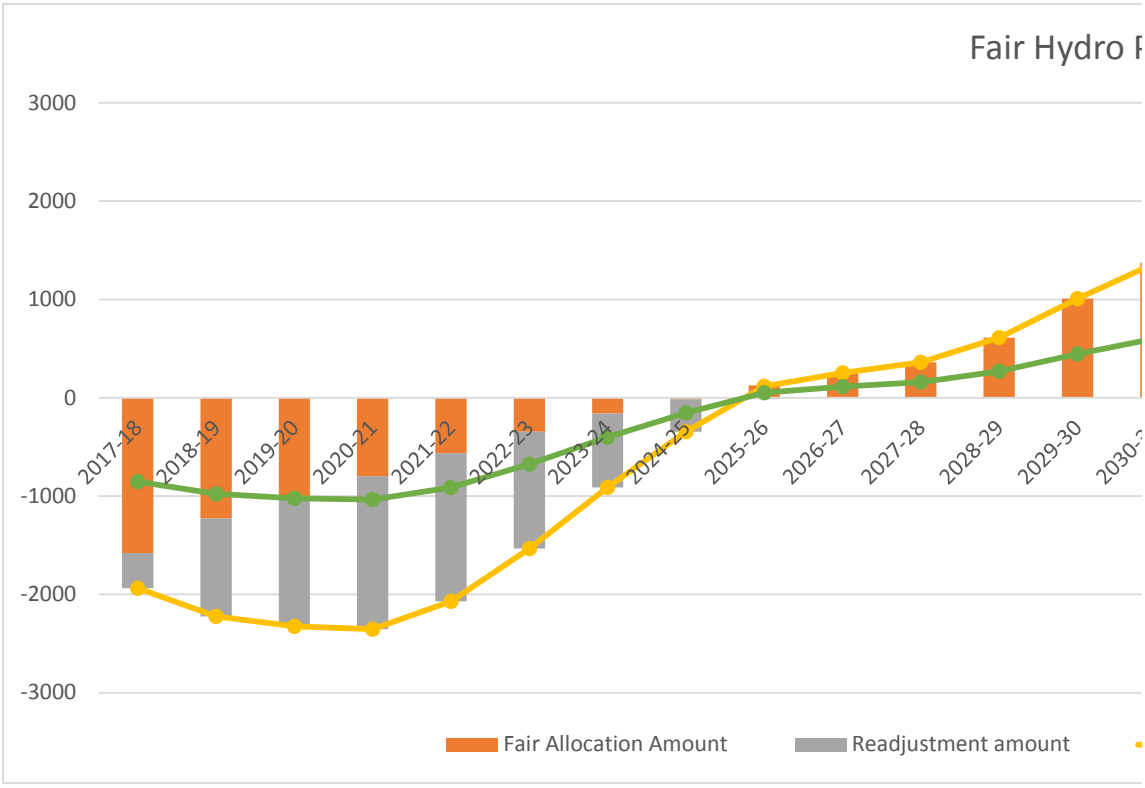
*This includes financing costs, which may need to be excluded upon further information availal

Fiscalized

$ nominal million	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Fair Allocation Amount	-1580.167	-1227.167	-1013.6667	-798
Readjustment amount	-358.1667	-996.8333	-1311.8333	-1554.5
Total borrowing requirement including financing costs	-1938.333	-2224	-2325.5	-2352.5
OPG Equity Injection (44%)*	-852.8667	-978.56	-1023.22	-1035.1




2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
(1000)
(2000)
(3000)
Fair Allocation Amount
Readjustment amount


Fair Hydro F
3000
2000
1000
0
-1000
-2000
-3000
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
Fair Allocation Amount
Readjustment amount

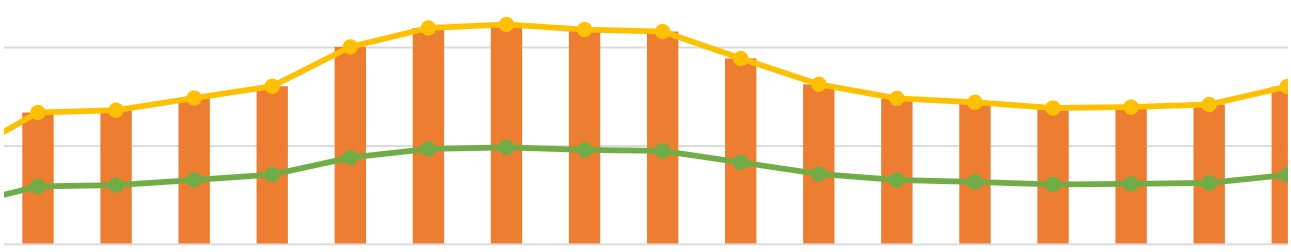
2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
2019	2019	2020	2020	2021	2021	2021	2022	2022
May	Nov	May	Nov	May	Jul	Nov	May	Nov
5	11	5	11	5	7	11	5	11
43586	43770	43952	44136	44317	44378	44501	44682	44866
43585	43769	43951	44135	44316	44377	44500	44681	44865
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

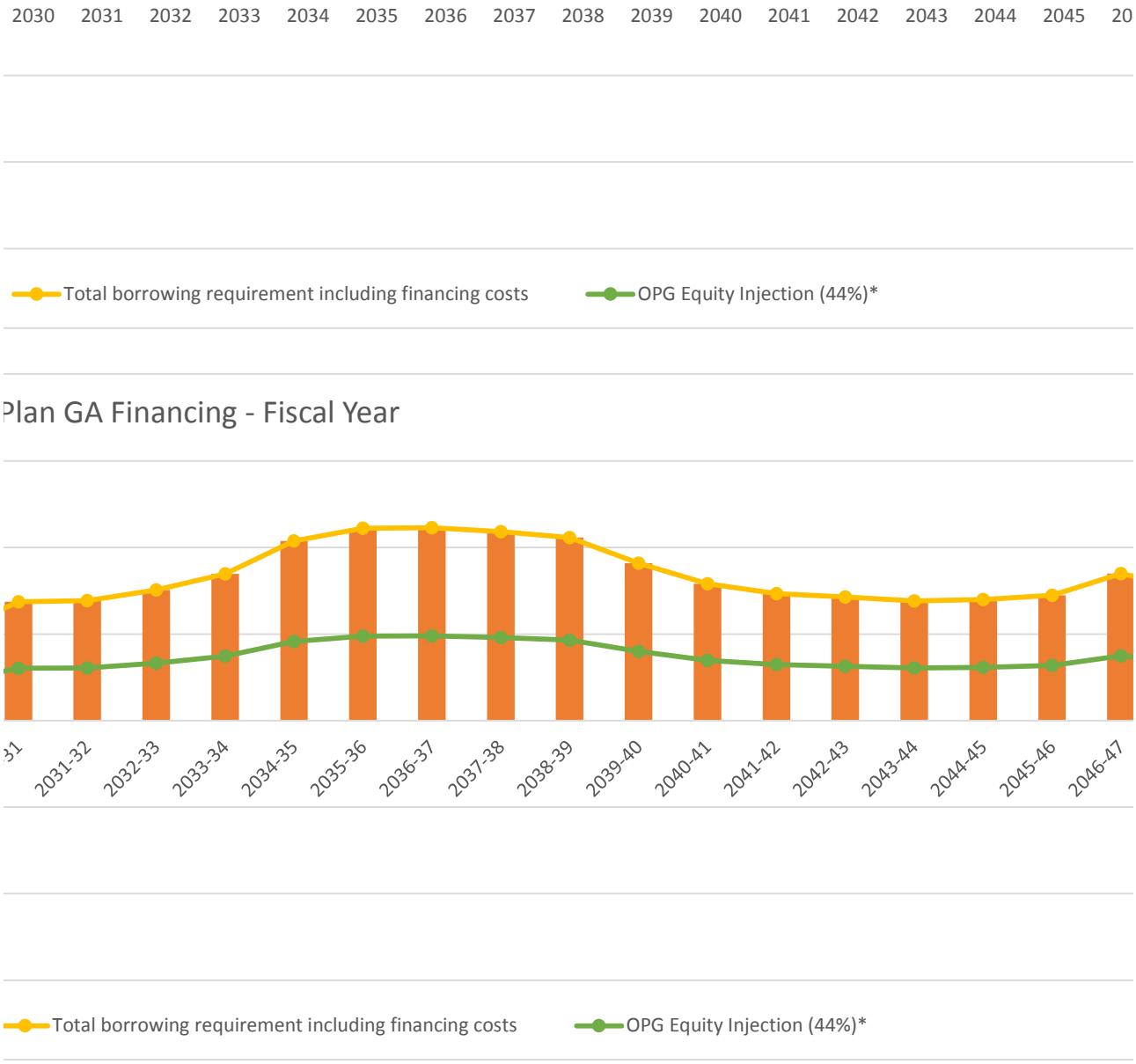
2021	2022	2023	2024	2025	2026	2027	2028	2029
(621)	(396)	(201)	(53)	91	231	321	537	892
(1551)	(1289)	(859)	(436)	(49)	0	0	0	0
(2172)	(1684)	(1060)	(489)	42	231	321	537	892
(956)	(741)	(466)	(215)	18	102	141	236	392

ble.

2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
-563.1667	-344.1667	-161.3333	-17.83333	127.66667	254.333	362.1667	612.66667	1009.667
-1507.5	-1190.667	-751.6667	-328.6667	-12.16667	0	0	0	0
-2070.667	-1534.833	-913	-346.5	115.5	254.333	362.1667	612.66667	1009.667
-911.0933	-675.3267	-401.72	-152.46	50.82	111.907	159.3533	269.57333	444.2533

Ian GA Financing - Calendar Year

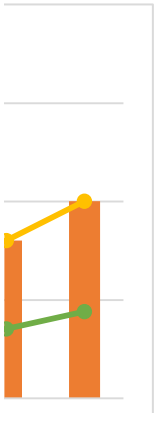


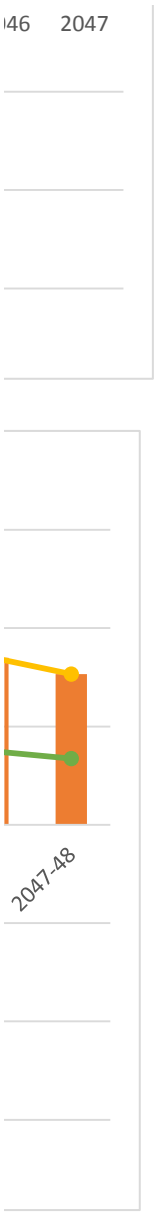

2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 20
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*
Plan GA Financing - Fiscal Year
31 2031-32 2032-33 2033-34 2034-35 2035-36 2036-37 2037-38 2038-39 2039-40 2040-41 2041-42 2042-43 2043-44 2044-45 2045-46 2046-47
Total borrowing requirement including financing costs
OPG Equity Injection (44%)*

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
2023	2023	2024	2024	2025.00	2025	2026	2026	2027
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
45047	45231	45413	45597	45778	45962	46143	46327	46508
45046	45230	45412	45596	45777	45961	46142	46326	46507
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2030	2031	2032	2033	2034	2035	2036	2037	2038
1340	1365	1486	1609	2007	2201	2237	2185	2163
0	0	0	0	0	0	0	0	0
1340	1365	1486	1609	2007	2201	2237	2185	2163
590	600	654	708	883	969	984	961	952

2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
0	0	0	0	0	0	0	0	0
1373	1385.167	1510	1693.667	2076	2221.333	2227.3333	2182.667	2113.5
604.12	609.4733	664.4	745.2133	913.44	977.3867	980.02667	960.3733	929.94




46
2047
2047-48

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
2027	2028	2028	2029	2029	2030	2030	2031	2031
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
46692	46874	47058	47239	47423	47604	47788	47969	48153
46691	46873	47057	47238	47422	47603	47787	47968	48152
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

2039	2040	2041	2042	2043	2044	2045	2046	2047
1892	1626	1484	1444	1385	1395	1421	1603	2006
0	0	0	0	0	0	0	0	0
1892	1626	1484	1444	1385	1395	1421	1603	2006
832	716	653	635	610	614	625	705	883

2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
0	0	0	0	0	0	0	0	0
1820	1580.3333	1468.167	1429.6667	1382.833	1398	1448.833	1699	1533.5
800.8	695.34667	645.9933	629.05333	608.4467	615.12	637.4867	747.56	674.74

2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
2032	2032	2033	2033	2034	2034	2035	2035	2036
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
48335	48519	48700	48884	49065	49249	49430	49614	49796
48334	48518	48699	48883	49064	49248	49429	49613	49795
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	**2037-May**	**2037-Nov**	**2038-May**	**2038-Nov**	**2039-May**	**2039-Nov**	**2040-May**	**2040-Nov**
2036	2037	2037	2038	2038	2039	2039	2040	2040
Nov	May	Nov	May	Nov	May	Nov	May	Nov
11	5	11	5	11	5	11	5	11
49980	50161	50345	50526	50710	50891	51075	51257	51441
49979	50160	50344	50525	50709	50890	51074	51256	51440
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	**2041-Nov**	**2042-May**	**2042-Nov**	**2043-May**	**2043-Nov**	**2044-May**	**2044-Nov**	**2045-May**
2041	2041	2042	2042	2043	2043	2044	2044	2045
May	Nov	May	Nov	May	Nov	May	Nov	May
5	11	5	11	5	11	5	11	5
51622	51806	51987	52171	52352	52536	52718	52902	53083
51621	51805	51986	52170	52351	52535	52717	52901	53082
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	**2046-May**	**2046-Nov**	**2047-May**	
2045	2046	2046	2047	2047.00
Nov	May	Nov	May	Nov
11	5	11	5	11
53267	53448	53632	53813	53997
53266	53447	53631	53812	53996
753	786	945	1376	
753	786	945	1376	

$ nominal million	**2017-Jul**	**2017-Nov**	**2018-May**	**2018-Nov**
Fair Allocation Amount	-931	-779	-629	-562
Readjustment amount	-74	-341	-470	-564
Total borrowing requirement including financing costs	-1005	-1120	-1099	-1126

2019-May	2019-Nov	2020-May	2020-Nov	2021-May	2021-Jul	2021-Nov	2022-May	2022-Nov
-535	-462	-431	-348	-98	-213	-233	-197	-130
-617	-721	-781	-784	-250	-546	-697	-657	-501
-1152	-1183	-1212	-1132	-348	-759	-930	-854	-631

2023-May	2023-Nov	2024-May	2024-Nov	2025-May	2025-Nov	2026-May	2026-Nov	2027-May
-98	-50	-27	21	45	95	121	141	152
-429	-287	-220	-73					
-527	-337	-247	-52	45	95	121	141	152

2027-Nov	2028-May	2028-Nov	2029-May	2029-Nov	2030-May	2030-Nov	2031-May	2031-Nov
224	262	376	437	612	706	678	673	719
224	262	376	437	612	706	678	673	719

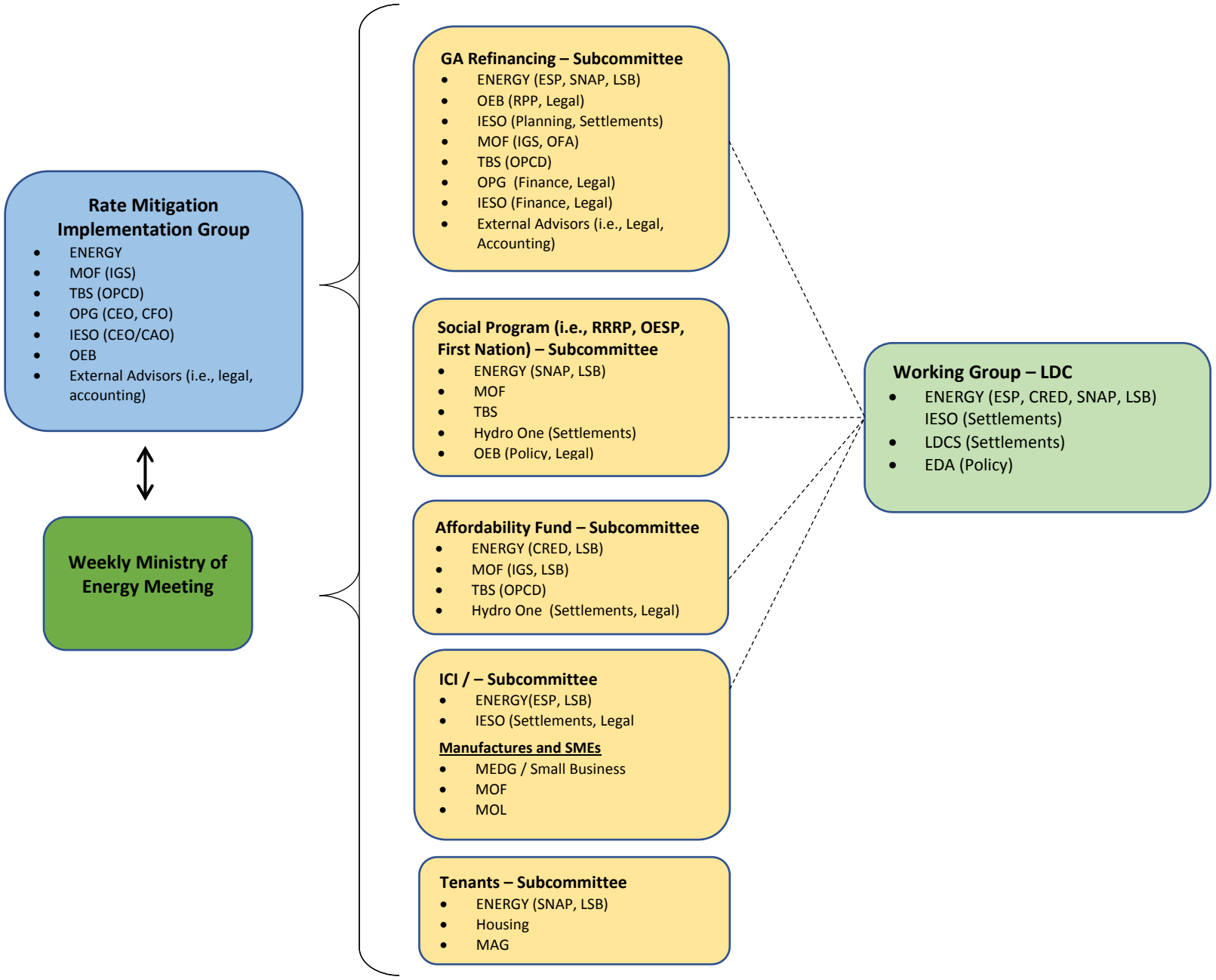
2032-May	2032-Nov	2033-May	2033-Nov	2034-May	2034-Nov	2035-May	2035-Nov	2036-May
751	767	785	937	1024	1075	1113	1115	1129
751	767	785	937	1024	1075	1113	1115	1129

2036-Nov	2037-May	2037-Nov	2038-May	2038-Nov	2039-May	2039-Nov	2040-May	2040-Nov
1095	1091	1091	1105	992	948	848	809	756
1095	1091	1091	1105	992	948	848	809	756

2041-May	2041-Nov	2042-May	2042-Nov	2043-May	2043-Nov	2044-May	2044-Nov	2045-May
738	725	728	697	690	692	701	698	705
738	725	728	697	690	692	701	698	705

2045-Nov	2046-May	2046-Nov	2047-May
753	786	945	1376
753	786	945	1376

Governance and Delivery Structure for Implementation of Ontario's Fair Hydro Plan



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Toronto ON
M5K 1J7

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Fax: +1 416 943 3767
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The Special Committee of the Board of Directors
Ontario Power Generation Inc. (the "Company")
700 University Avenue
Toronto, ON M5G 1X6

May 2 2017

Dear Sirs/Madames:

This letter is being issued to the Special Committee to assist them in their evaluation of management's analysis of the application of International Financial Reporting Standards ("IFRS") as adopted by the International Accounting Standards Board ("IASB")) to the specific transaction described in the Company's memorandum entitled *OPG Accounting Considerations of Ontario Fair Hydro* dated May 2 2017, herein referred to as "the Management Memorandum". We are issuing this letter in our role as auditors of the Company for the year ending December 31, 2017. As the Province consolidates OPG on an IFRS basis, this letter pertains solely to management's IFRS analysis as contained in the Management Memorandum.

We have read the Management Memorandum and we agree with management's analysis therein, subject to all of the assumptions and limitations identified therein. Specifically, we concur that the existing legislation, along with the yet undrafted Regulation and special purpose vehicle (TRUST) documents, and various other agreements assuming they include the required criteria that Management has identified as outstanding in its Appendix A, would be sufficient to support consolidation of the TRUST with OPG Inc.

Additionally, we specifically refer you to the section entitled "Conclusion" in the Management Memorandum, which indicates that their analysis is based on draft legislation as well as their assumptions regarding the terms and conditions of certain contractual arrangements and other documentary evidence that is not yet drafted. Therefore, the Management Memorandum will be required to be updated to reflect the final contents of the legislation and other relevant contractual arrangements and documentary evidence. We will review the updated Management Memorandum once it is available, and update you on our viewpoints once our review of such updated Management Memorandum is completed.

The scope of this letter and any views expressed herein are limited to the transactions, facts, circumstances and assumptions provided to us by management or the Company as described in the Management Memorandum. If such facts, circumstances or assumptions differ, our conclusions may change.

We have not performed an audit or a review of the Management Memorandum. Additionally, we have not performed an audit as of any date or for any period subsequent to December 31, 2016.

DRAFT

The ultimate responsibility for the proper accounting treatment under IFRS and US GAAP rests with the Company.

We have not been asked for, nor do we express, an opinion on the tax consequences of the transactions described herein.

The accounting for such transactions could be affected by actions of the International Accounting Standards Board, the IFRS Interpretations Committee, the Ontario Securities Commission, or other regulatory bodies. Any such actions occurring prior to the finalization of the 2017 IFRS consolidated financial information will be required to be analyzed by management, and such analysis will be reviewed by us in the context of the audit procedures we will perform on the consolidated IFRS financial information for the year ending December 31, 2017.

Our work does not include the provision of legal advice and we make no representations regarding questions of legal interpretation of any possible structure or strategy. We make no representation regarding the sufficiency of our work for any purpose.

This report is intended solely for the information and use of the Special Committee, Board of Directors and management. We understand that a copy of this letter may be provided to the Province of Ontario, the Independent Electricity System Operator, and/or the Ontario Energy Board. It is not intended to be, and should not be, used by anyone other than these specified parties.

This analysis, or portions thereof, should not be referred to or distributed to any other person or entity, other than those noted in the paragraph directly above. It is not to be referred to or quoted, in whole or in part, in any registration statement, prospectus, public filing, loan agreement, or other agreement or document.

Yours sincerely

Tracy E Brennan
Partner
416-943-2615

Indicative Master Timeline

	Responsibility	March			April				May					June				July				August				September				October			
Week of:		13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30
A. Administration																																			
1. Kick-off Meetings / Calls	OPG, JL, DC																																		
2. Prepare Initial High-Level Work Plan	JL, OPG																																		
3. Engage Dealers' Counsel	JL																																		
4. Prepare & Execute Dealer Engagement Letter	JL, OPG																																		
B. Legislative & Regulatory Framework																																			
1. Draft Legislation (Fair Hydro Plan Act, "FHPA")	PA, OPG, IESO, IC, DC, JL																																		
2. First Reading of FHPA	Province									x																									
3. Finalize FHPA (Includes Amendments to Electricity & OEB Acts)	Province												1																						
4. Develop Form of Provincial Guarantee	PA, OPG, IESO, IC, DC, JL																																		
5. Develop Regulations	PA, OPG, IESO, IC, DC, JL																																		
6. Order in Council to Approve Regulations	Province																x																		
7. Develop Fair Hydro Allocation Plan	Province																																		
C. Financing Strategy/Approach																																			
1. Review Financing Options & Determine Optimal Financing Approach	OPG, JL																																		
2. Determine SPV Financing Structure	OPG, IC, DC, JL																																		
3. Determine the Structure of OPG's Sub Debt	OPG, IC, DC, JL																																		
4. Term Sheet (Common Terms & Conditions)	OPG, IC, DC, JL																																		
5. Determine Financial Model Inputs / Drivers	OPG, JL																																		
6. Develop Trust / OPG Financing Plan	OPG																																		
7. Develop Base Case Financial Model	OPG																																		
8. Implement Various Funding Options Into Financial Model and Optimize	JL																																		
9. Prepare Base Case Output and Sensitivities for Rating Agencies	OPG, JL																																		
D. Rating Agencies																																			
1. Prepare Simplifed Rating Presentation Outlining Potential Structures	JL																																		
2. Preliminary Discussions with Agencies (Methodology, Structures, etc.)	JL																																		
3. Prepare Formal Rating Agency Presentation	JL, OPG																																		
4. Rating Agency Meetings	RA, OPG, JL																																		
5. Rating Agencies' Undertake Their Analysis - ST Debt	RA																																		
6. Provide Rating Confirmation (ABCP) or Credit Facility Rating	RA																										x								
7. Rating Agencies' Undertake Their Analysis - Term Debt	RA																																		
8. Publish Credit Rating / Report (Term Securitization or Bond)	RA																																	x	
E. Key Agreements																																			
1. Trust Documents																																			
(a) Declaration of Trust	OPG, IC, DC, JL, PA																																		
(b) Financial Services and Management Agreement (OPG & SPV)	OPG, IC, DC, JL, PA																																		
(c) Administration Agreement	OPG, IC, DC, JL, PA																																		
2. Contribution Documents																																			
(a) Subordinated Debt Agreement	OPG, IC, DC, JL, PA																																		
(b) Equity Subscription Agreement with the Province	PA, OPG, IC, DC, JL																																		
3. Key Financing Documents - ST Debt																																			
(a) Master Trust Indenture (Common Borrowing Platform)	OPG, IC, DC, JL, PA, IESO																																		
(b) Master Sales & Services Agreement (IESO & SPV)	OPG, IC, DC, JL, PA, IESO																																		
(c) Provincial Support Agreement	PA, OPG, IC, DC, JL, IESO																																		
(d) Supplemental Indenture / Series Purchase Agreement	OPG, IC, DC, JL, PA, IESO																																		
F. Risk Management																																			
1. Consider Hedging Options (Rates, Currency, etc.)	OPG, JL																																		
2. Prepare Required Documentation (e.g. ISDA)	OPG, IC, DC, JL																																		
G. Short-Term Debt Execution*[1]																																			
1. Syndicated Bank Credit Facility	OPG, IC, DC, JL																																		
2. ABCP Conduit Funding	OPG, IC, DC, JL																																		
3. Closing and Funding	OPG, JL																																		
H. Mid / Long Term Debt Execution[1]																																			
1. Prepare Deal Documentation (both Canadian & US)	OPG, IC, DC, JL																																		
2. Tactical Decisions (Product, Market, Timing, Size, Tenor)	OPG, JL																																		
3. Marketing Period / Roadshow	OPG, JL																																		
4. Price, Closing and Funding	OPG, JL																																	x	

*Dependent on funding solution(s) selected

NOTE: This Master Timeline is intended to be a high level summary of the various workstreams illustrated above. Detailed schedules will be developed for each workstream as required.

[1] *Detailed execution timelines will be developed for each funding source selected*

Legend

1. OPG - Ontario Power Generation
2. JL - Joint Leads
3. IC - Issuers' Counsel
4. PA - Province/Counsel/Advisor
5. DC - Dealers' Counsel
6. RA - Rating Agencies
7. IESO - IESO/Stikeman

- Complete
- In Process
- Not Started
- Bank Holiday - Shortened Week

Bank Holidays

Upcoming Canadian Holidays:

April 14 - Good Friday
May 22 - Victoria Day
July 3 - Canada Day
August 7 - Civic Holiday
October 9 - Thanksgiving
November 11 - Remembrance Day

Upcoming U.S. Holidays:

May 29 - Memorial Day
July 4 - Independence Day
September 4 (Canada & U.S.) - Labour Day
November 23 - Thanksgiving

Fair Hydro Financing Program

Weekly Working Group Call - Deliverables Resulting from June 7th Call

Item	*Description*
Draft of Regulations	• Torys to provide collective comments on General Regulation
Billing & Collection Process	• Oslers provided list of questions to Stikeman • Awaiting response and confirming IESO availability for meeting
Payment of Interest and Costs During Moratorium Period	• Call to be scheduled with auditors of all relevant parties and Torys to discuss treatment/implications
Provincial Support Agreement	• OPG to follow up with Province on timing of mark-up / need for call with Torys
Financing Order	• Torys / Oslers to discuss Goldman's list of items typically covered in Financing Orders to determine whether proposed content for regulations needs to be augmented
Administrative Agreement	• Oslers/dealers to provide comments on draft agreement
Financial Services & Management Agreement	• Tory's to discuss changes provided by Oslers with OPG and develop updated draft
Sales & Servicing Agreement	• Comments have been provided by Oslers/dealers and Hunton on draft • Document provided to IESO for comments • Torys will circulate next draft after "funding rebate" mechanism confirmed and discussion with auditors
Master Trust Indenture	• Draft in progress - first draft to be circulated to OPG
Declaration of Trust	• Draft currently under review by OPG; to be circulated to dealers
Equity Subscription Agreement	• OPG met with Province to discuss • OPG to circulate draft of agreement

RBC Capital Markets®

SCHEDULE "A" - FAIR ALLOCATION AMOUNT

REFERENCE PERIOD	FAIR ALLOCATION AMOUNT (FAA) ($ million)	RI
2017-Jul	-931	
2017-Nov	-779	
2018-May	-629	
2018-Nov	-562	
2019-May	-535	
2019-Nov	-462	
2020-May	-431	
2020-Nov	-348	
2021-May	-98	
2021-Jul	-213	
2021-Nov	-233	
2022-May	-197	
2022-Nov	-130	
_1023-May	-98	
2023-Nov	-50	
2024-May	-27	
2024-Nov	21	
_?_025-May	45	
2025-Nov	95	
2026-May	121	
2026-Nov	141	
2027-May	152	
2027-Nov	224	
2028-May	262	
2028-Nov	376	
2029-May	437	
2029-Nov	612	
2030-May	706	
2030-Nov	678	
2031-May	673	
2031-Nov	719	
1032-May	751	
2032-Nov	767	
2033-May	785	
2033-Nov	937	
2034-May	1,024	
2034-Nov	1,075	
2035-May	1,113	
2035-Nov	1,115	
2036-May	1,129	
2036-Nov	1,095	
2037-May	1,091	
2037-Nov	1,091	
2038-May	1,105	
2038-Nov	992	
_2039-May	**948**	
2039-Nov	**848**	

REFERENCE PERIOD	FAIR ALLOCATION AMOUNT (FAA) ($ million)	RE
2040-May	809	
2040-Nov	756	
2041-May	738	
2041-Nov	725	
2042-May	728	
2042-Nov	697	
2043-May	690	
2043-Nov	692	
2044-May	701	
2044-Nov	698	
2045-May	705	
2045-Nov	753	
2046-May	786	
2046-Nov	945	
2047-May	1,376	

EADJUSTMENT AMOUNT (RA) ($ million)
-74
-341
-470
-564
-617
-721
-781
-784
-250
-546
-697
-657
-501
-429
-287
-220
-73
-
-
-

ADJUSTMENT AMOUNT (RA) ($ million)	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	

Fair Hydro Plan Financing Program

Rating Agency Presentation

July 6, 2017

ONTARIO POWER GENERATION

CIBC | Goldman Sachs | RBC | RBC Capital Markets

Table of Contents

I. Ontario Electricity Market
II. Fair Hydro Plan
III. Financing Strategy
IV. Transaction Structure

Executive Summary

Purpose

- To provide high-level overview of what is being contemplated by Ontario's Fair Hydro Plan and related financing
- This presentation is based on the legislation and regulations in place and anticipated contractual arrangements
- To explore both securitization and traditional structured corporate bond ratings
  - Various financing alternatives are being explored, most of which have potential rating agency involvement
- To set expectations for timing and process

Brief Overview

- On March 2, 2017 Ontario announced its Fair Hydro Plan which proposes to lower the average residential electricity bill by 25%
  - 25% reduction includes the 8% rebate introduced in January 2017 as part of the Ontario Rebate for Electricity Consumers Act, 2016
  - The 25% reduction is expected to be in effect until 2021 (approximately 4 years) although bills may be allowed to increase by the rate of inflation
- The 17% incremental reduction as part of the Fair Hydro Plan will be recorded as a regulatory deferred asset for future recovery
  - The recovery period depends on the final fair allocation but is expected to begin in 2027 with a hard stop in 2047
- The exact quantum and duration of the program is still being developed, but the deferral is expected to amount to ~C$2.5bn / year
  - It is expected that 50+% of the financing will be derived from the capital markets
- Legislation to effect the recovery right was enacted in early June, and the regulations were largely completed at the end of June
  - Legislation and regulations were designed with capital market financing objectives in mind
  - Careful consideration given to possible structural enhancements with respect to creating the regulatory asset, assignability, achieving a true-sale opinion, being non-bypassable and including a true up mechanism to ensure repayment

Ratings Objectives

- Initially we are reaching-out to better understand what methodologies you will apply to this program / structure
- Ultimately, we will be pursuing some combination of ABCP conduit rating confirmation, and/or explicit long-term ratings for the credit facility, term debt and sub-debt

Transaction Parties

Issuer	Fair Hydro Trust (“FHT”)	
Advisors	CIBC, Goldman Sachs, RBC	
Financial Services Manager	Ontario Power Generation (“OPG”) is 100% owned by the Province of Ontario (the “Province”)	A low (DBRS), BBB+ (S&P)
Servicer	Independent Electricity System Operator (“IESO”)	A high (DBRS), Aa2 (Moody’s)
Provincial Rate Authority	Ontario Energy Board (“OEB”)	
Guarantor	Province of Ontario (the “Province”)	AA low (DBRS), AA- (Fitch), Aa2 (Moody’s), A+ (S&P)
Issuer’s Counsel	Torys LLP (Canada), Hunton & Williams LLP (U.S.)	
Advisor’s Counsel	Osler, Hoskin & Harcourt LLP (Canada, U.S.)	

Timeline

- Deferral started in June 2017
- Warehouse financing to begin as soon as possible
- Currently educating agencies and seeking to better understand applicable criteria / methodologies

Key Dates

- Select Rating Agencies
- Complete Ratings Process

Market Holidays

- Canadian
- U.S.

July 2017

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Ontario Electricity Market

SECTION I

Overview of the Electricity Market in Ontario

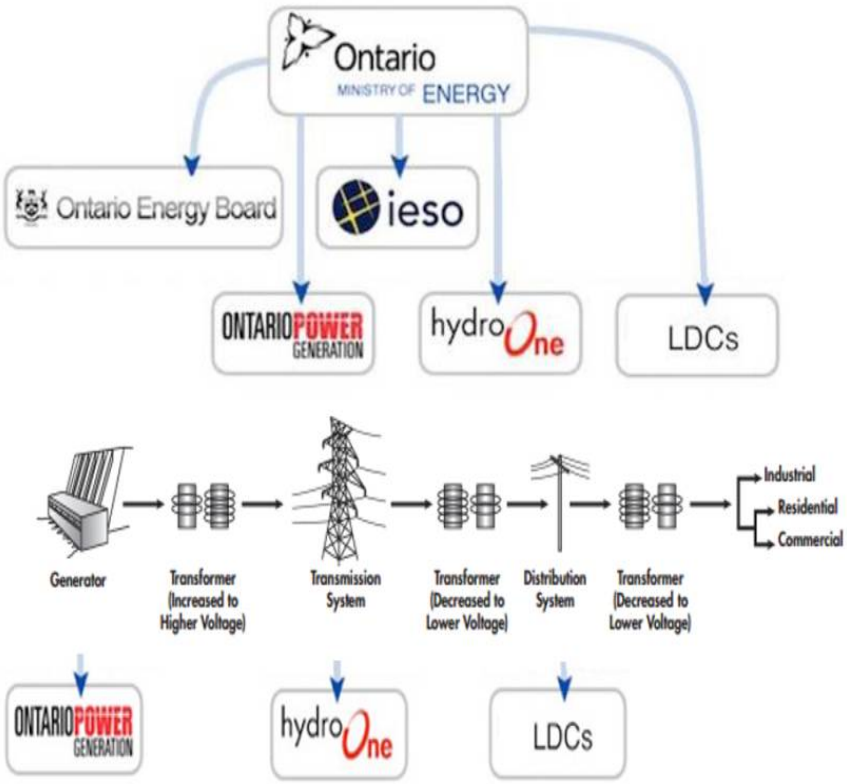
The Ontario electricity market is highly regulated

- Transmission rates, Distribution rates, and OPG's Generation are set by the Ontario Energy Board
- Rates for the majority of the remaining generation are set by direct contracts with the IESO (e.g. Bruce, Wind / Solar Power)

Key Entities

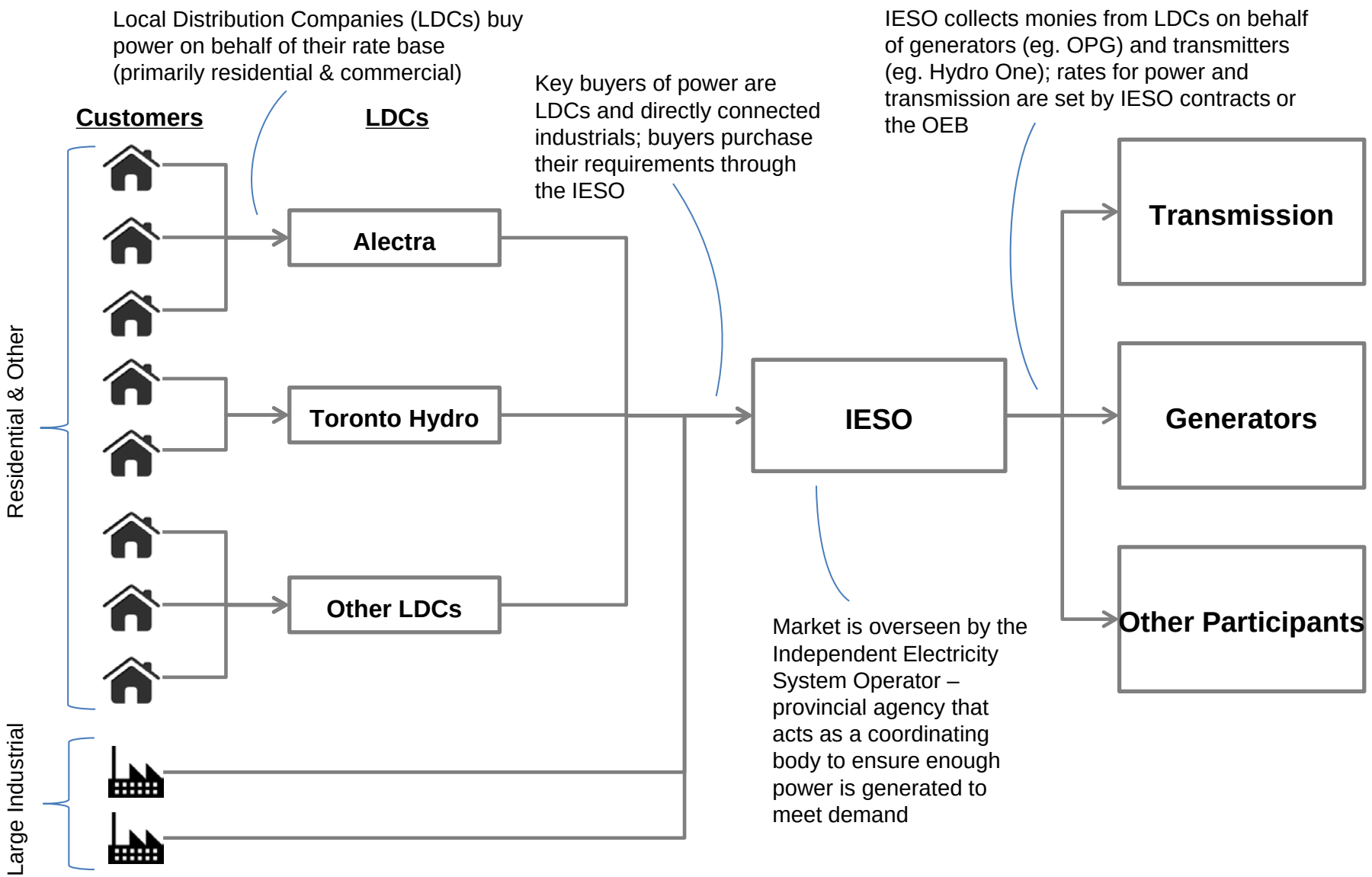
Ontario Ministry of Energy	▪ Sets policy for the electricity system
Ontario Energy Board	▪ Ontario Energy Board is Ontario's independent energy regulator that evaluates rates paid to regulated energy providers ▪ The Ontario Energy Board has a statutory obligation to set the regulated electricity price for Regulated Price Plan (RPP) consumers
IESO	▪ The Independent Electricity System Operator manages the operation and reliability of Ontario's bulk power system and administers the wholesale electricity market
OPG	▪ Ontario Power Generation is Ontario's largest electricity generator, producing approximately half of Ontario's electricity – Wholly owned by the Province of Ontario
Hydro One	▪ Owns and administers transmission in the province
LDC's	▪ Local Distribution Companies (LDC's) provide power to end-users (residential / commercial / industrial) ▪ There are 60+ LDC's operating in the IESO market; the 3 largest LDCs(1) account for ~60% of Ontario's 5.1 million customers

The Ontario electricity market has $22B in annual cash flows



(1) Hydro One, Toronto Hydro, and Alectra

Flow of Funds Through Key Market Participants



The IESO

Key Credit Strengths

- The IESO is at the center of the market, as buyers purchase power from the IESO and sellers of power are paid by the IESO
- IESO is effectively a clearing house and establishes the terms by which buyers are able to purchase power
- IESO Market Rules - Chapter 2 of the Market Rules outlines the parameters for Participation or “the procedures pursuant to which persons may apply to the IESO for the authorization to participate in the IESO-administered markets or to cause or permit electricity to be conveyed into, through or out of the IESO-controlled grid”
- The credit conditions are outlined in Chapter 2 and involves the “prudential support” provided by the LDC
- Based on public credit ratings or credit payment history, a buyer of power may be required to post collateral to support their projected exposure; LDCs, given their strong credit structure are awarded higher unsecured purchase limits
- The Prudential Rules are reviewed every few years and maintain a conservative stance regarding collateral

Strong Credit History

- Approximately $22 billion in costs flow through the Ontario electricity system each year (60% goes to generators)
- Since the beginning of the IESO open market in 2002, there have been 20 defaults
- Only three defaults could not be fully covered by the collateral posted by the defaulters
- Of the three defaults that resulted in “default levies” to the market participants, the total the levies were under $1 million
- Default levies are allocated 50% to Buyers of Power and 50% to the Sellers of Power, based on their usage/generation

LDCs

Key Credit Strengths

- The majority of power purchased in Ontario is by LDCs on behalf of residential and commercial customers; LDCs make up approximately 80% of the market
- The typical customer bill includes charges for the power itself (which goes to the generators), transmission (e.g. Hydro One), to the LDC itself (for local distribution), and for other market charges (e.g. IESO costs)
- LDC rates are governed by the OEB rate setting process; LDCs under the OEB's Retail Settlement and Distribution System Code may obtain a security deposit or letter of credit from their customers to mitigate risk of payment default
- LDCs are able to include an amount for accounts receivable write-offs within operating expenses for rate setting purposes. They can also apply for any extra-ordinary write-offs as a variance account adjustment to be considered by the OEB
- Approximately 10 LDC's have credit ratings through DBRS or S&P; the ratings are generally A, based on very low industry risk of regulated utilities and supportive regulatory framework;
- The OEB deems the capital structure of a LDC to include 40% equity and sets an allowed rate of return

Strong Credit History

- Given the strong credit mitigation measures available to the LDCs, a review of 8 LDCs (varied in size and geographic region), indicated a similar and very low loss rate
- LDC data was based on the financial statements of Toronto Hydro, North Bay Hydro, Horizon Utilities, Enersource, Collus PowerStream, Energy Plus, PowerStream, and Hydro One

	Average	Last 5 Years Average
AFDA / AR	3.40%	3.70%
AFDA / Sales	0.42%	0.44%
Write-Off / Sales	0.29%	0.28%

AFDA: Allowance for doubtful accounts

Fair Hydro Plan

SECTION II

Background

On March 2nd the Ontario Government Announced its Fair Hydro Plan

- The plan proposes to lower the average residential electricity bill by 25 percent
- In part by reallocating the charges paid by ratepayers for generation contracts and conservation programs over an extended period to match the expected life of the assets and the benefits of these initiatives
- In order to reallocate the payments, an OPG managed Financing Entity will use debt to purchase Regulatory Assets from the IESO and amortize them over a longer period
- This will lead to a near-term reduction in electricity bills followed by an increase in electricity bills over the long-term as interest and principal is repaid
- The government has further committed to capping the increase on the average residential bill at the rate of inflation for three years following the initial year

Financing Entity Overview

- OPG has the mandate to create and oversee a Trust separate from regular operations, that will finance costs related to the Fair Hydro Plan and spread the recovery through 2047
- The OEB will set the Regulated Price Plan to meet the requirements of the Fair Hydro Plan
- The IESO will create a regulatory asset approximately equal to the difference between collections from ratepayers and payment obligations to generators and conservation
- The Trust will have the right, but not the obligation, to purchase these regulatory assets / investment interests to support the debt required
  - Upon purchase by the trust, the regulatory asset becomes investment interest for the trust
- The Trust will enter the capital markets 1-3 times per year to secure long-term investment interests

Given the province's commitment to reduce electricity bills, there is a requirement to establish a financing entity, the "Trust", that will finance the shortfall in revenues not received from the market

Regulatory Asset / Investment Asset

Regulatory Asset

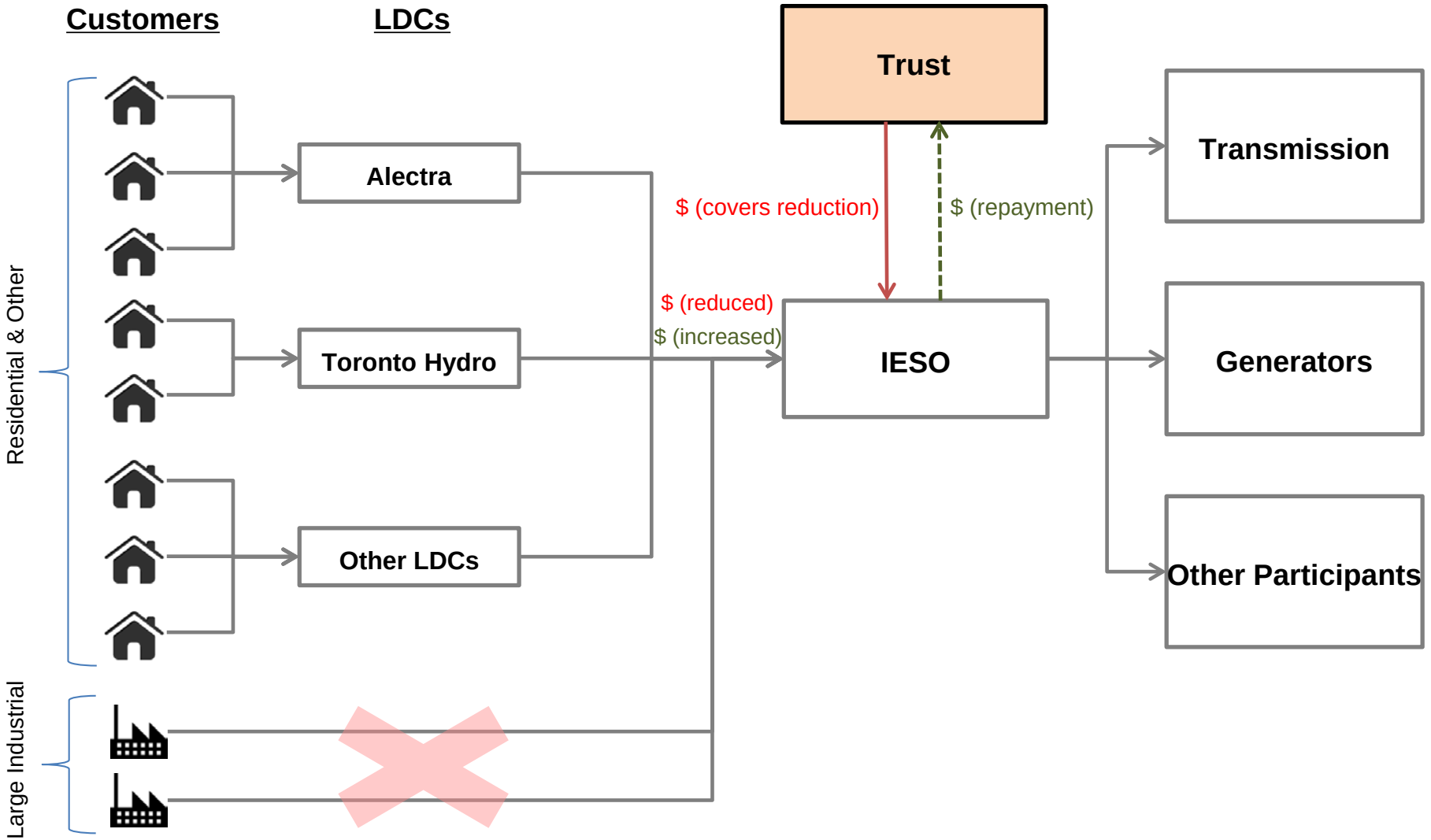
- IESO has authority under the Act to create a variance account to track the regulatory asset and is able to recover the balance in the variance account from consumers
- The OEB will set rates in accordance with regulation to recover the variance account balance through the clean energy adjustment but the OEB cannot change the amount of the clean energy adjustment to be recovered
- IESO is not able to recover the variance account balance prior to May 1, 2021
- IESO can transfer a portion of the variance account / regulatory asset to a financing entity
- A transfer of the variance account / regulatory asset is treated as an absolute sale of the IESO's right to recover the balance [and is not simply a security interest]

Investment Asset

- Transfer of the regulatory asset to a financing entity becomes an investment asset in the financing entity
- The investment asset constitutes an irrevocable property right and interest consisting of all rights of the IESO with respect to the variance account including the right to determine, impose, invoice, and collect the clean energy adjustment
- Investment interest owner can grant a security interest in order to secure a funding obligation

Addition of the Trust

In order to facilitate a ratepayer discount, the Trust is introduced to pay the difference to the IESO



Financial Services Manager - OPG

The Fair Hydro legislation names OPG, as the Financial Services Manager

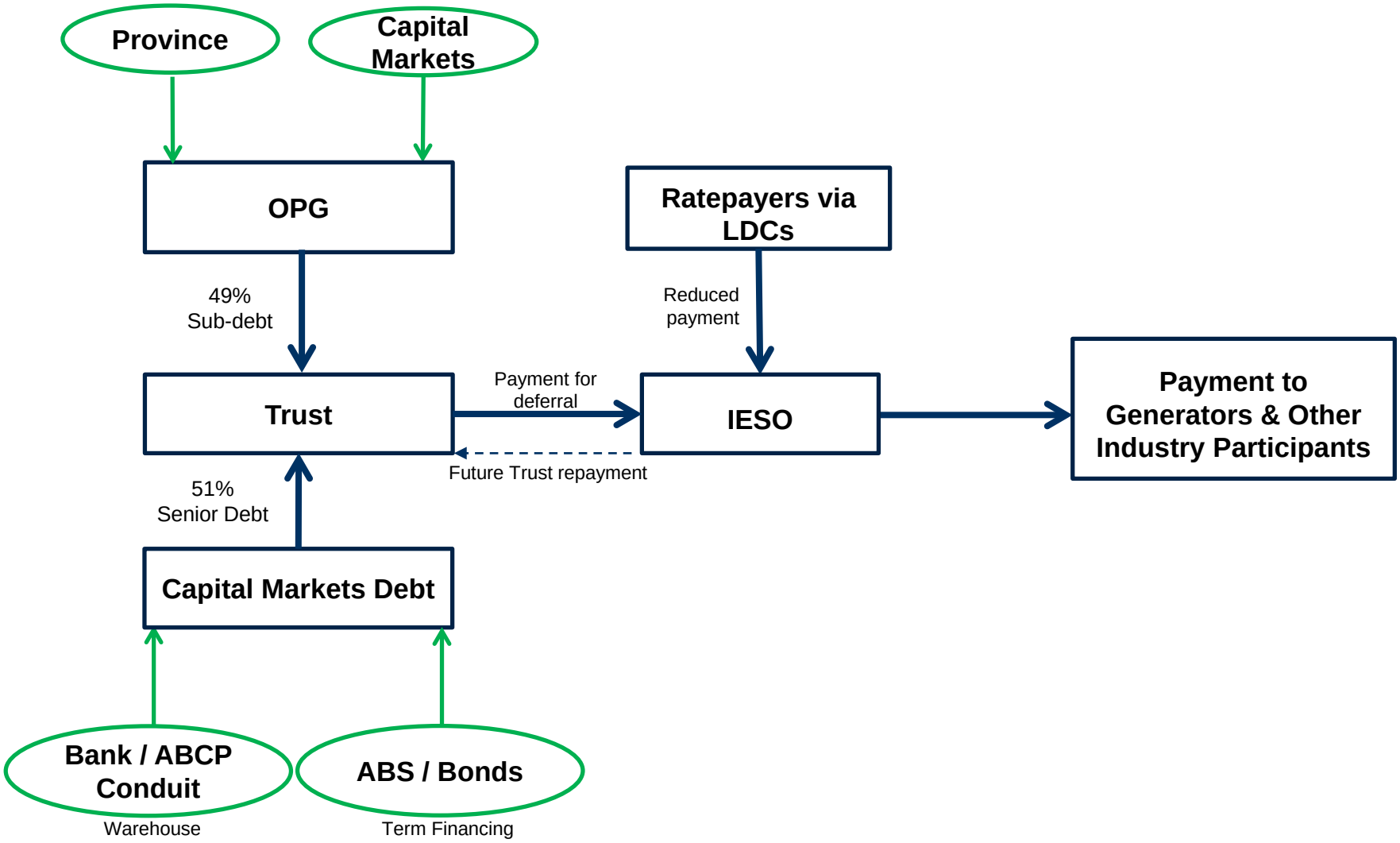
Why OPG

- One of the most experienced and largest generating companies in Canada, OPG has a broad set of relationships and capabilities that make it a valuable resource to the Province of Ontario
- Experienced in successful complex financing arrangements of large capital projects (such as OPG's recently completed Lower Mattagami project)

OPG's Role as Financial Services Manager

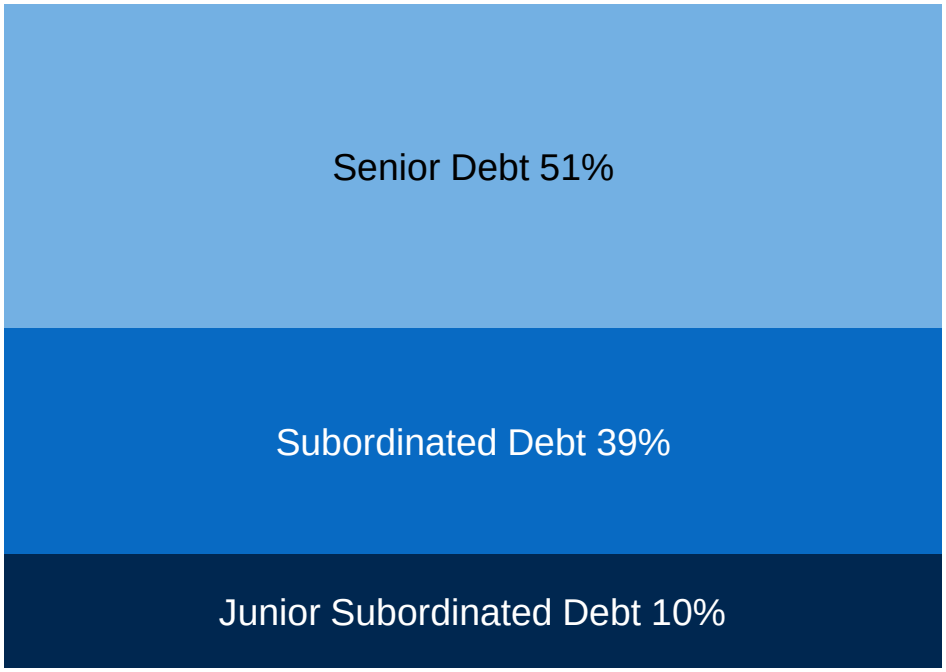
- Prepare a Financing Plan to evaluate whether potential funding obligations should be incurred for the purposes of acquiring an investment asset
- Administer the investment asset on behalf of the financing entities
- Ensure that funding obligations are incurred in a manner that is consistent with the Financing Plan
- Establish and charge fees for Financial Management Services
- Shall not provide for funding obligations to be incurred with any recourse to any assets of an electricity vendor, OPG, the OEB, the Province or the Lieutenant Governor in Council

Flow of Money between Trust and IESO



Simplified Trust Structure

- The Fair Hydro Trust will fund regulatory asset purchases through the issuance of senior and subordinated secured debt
  - Senior debt (51%) will be sourced monthly from committed warehouse facilities (bank and / or ABCP), and the periodic issuance of term debt
  - Subordinated debt (49%) will be provided by OPG; 44% of which will be obtained from an OEFC equity injection and 5% from OPG via external markets
  - Senior and subordinated principal will be scheduled to amortize to maintain the original proportions, shortfalls to be allocated first to the subordinated debt



<u>Senior Debt (Public Markets)</u>
Accessed from:
1) Canadian Securitization Program
2) U.S. Market Program

<u>Subordinated Debt</u>
- Provided to Trust by OPG via Ontario government

<u>Junior Subordinated Debt</u>
- OPG Injection (5%)
- Province to Trust by OPG via Ontario government (5%)

Financing Strategy

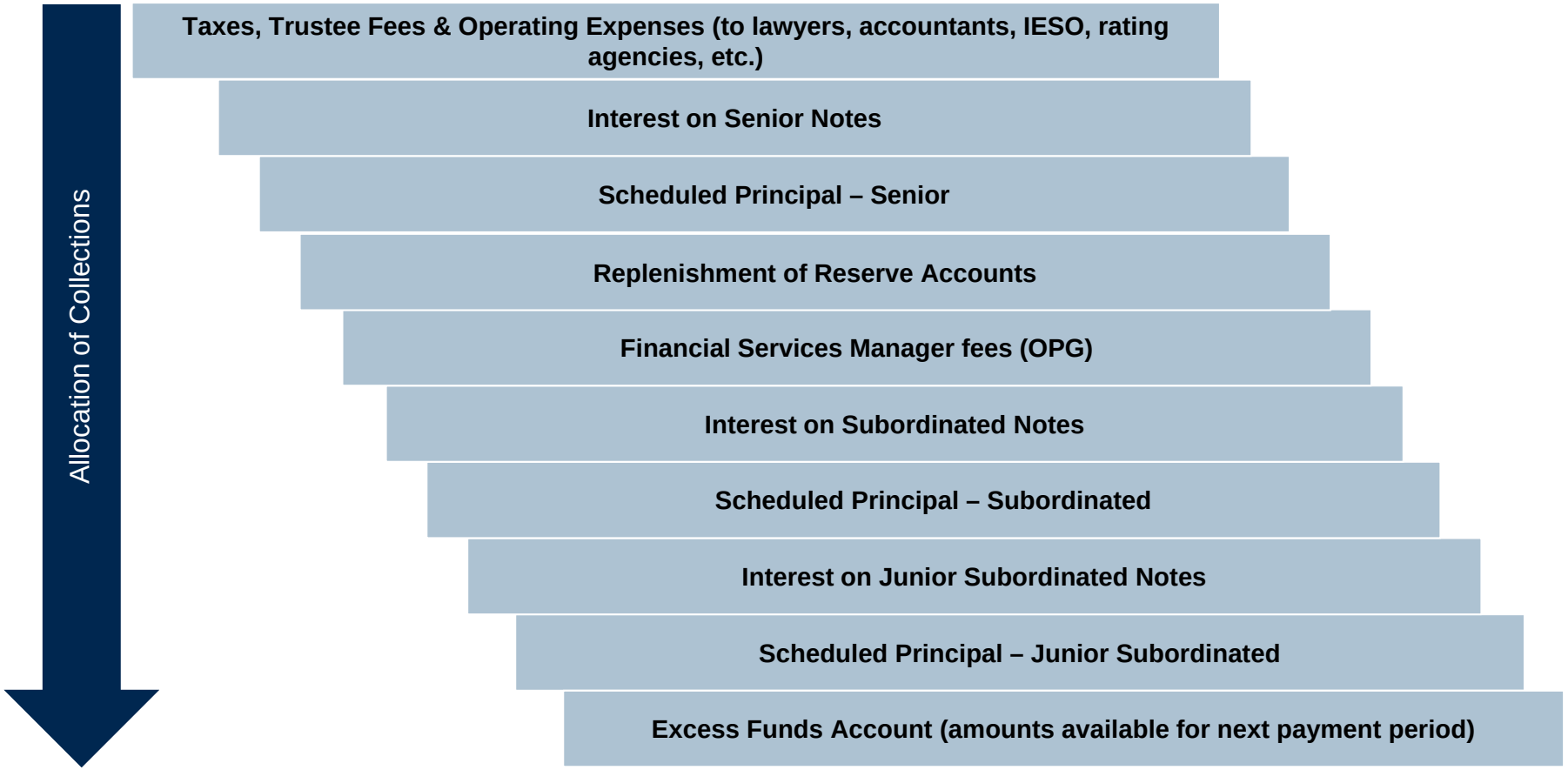
SECTION III

Financing Strategy – Funding Alternatives

- There are several potential funding sources that OPG can consider to structure the overall financing program, including securitization (issued in Canada or the U.S.), bonds, bank financing, and subordinated debt
- Warehouse financing (ABCP or bank debt) and OPG sub-debt will be used to fund monthly investment asset purchases from the IESO (monthly IESO funding shortfalls anticipated to be ~$200 million)
  - Fair Hydro Trust will periodically refinance the warehouse facility through the issuance of term debt
- It is anticipated that the first term debt takeout will be completed in the fall of 2017
  - Aggregate financing for the first offering could be ~$400 - $600 million, with senior-debt of about $200 - $300 million
- Both Canadian and U.S. term debt markets will be considered but decision on which markets to access will be determined on a deal by-deal-basis
- Term debt can take the form of bullet bonds or could be issued as amortizing bonds

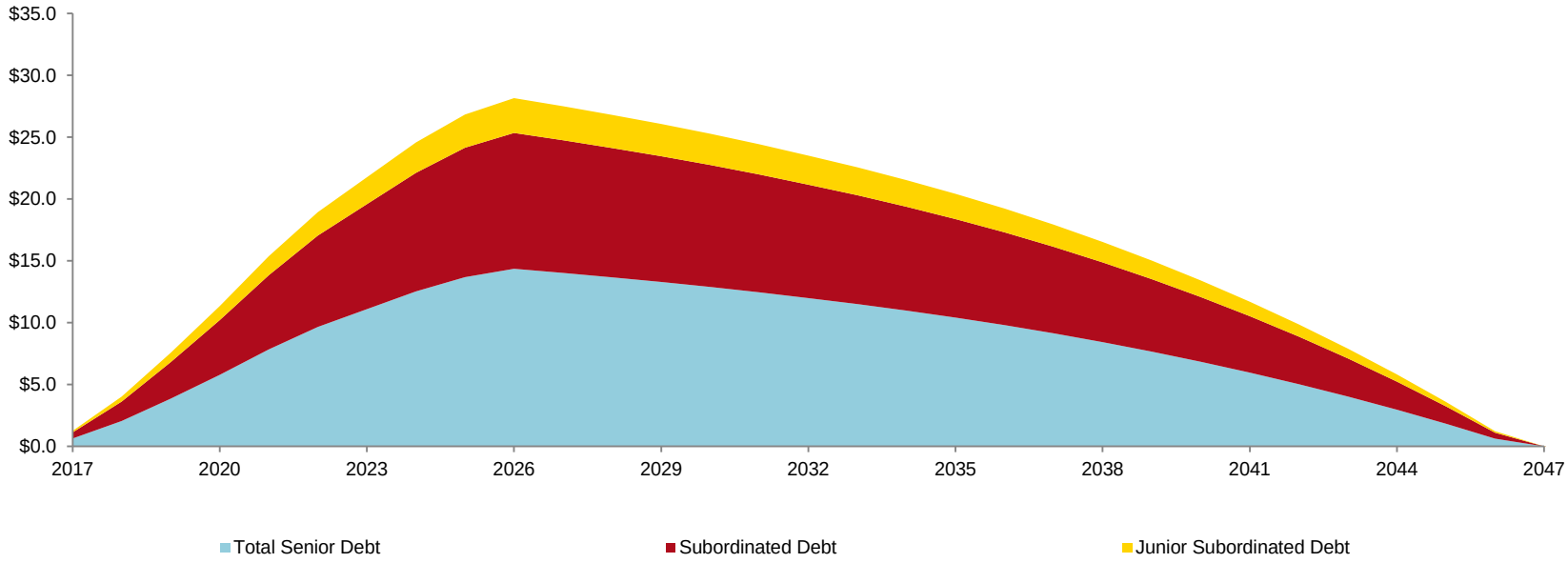
ABCP Conduit	▪ R-1(high) rating confirmation will be required from DBRS pre-closing ▪ Used to fund monthly regulatory asset purchases from the IESO
Bank	▪ Two explicit long-term ratings will be required ▪ Used to fund monthly regulatory asset purchases from the IESO
Canadian Term ABS / Bond	▪ Two explicit long-term ratings required; AAA rating will be targeted
US Term Debt (ABS / Bonds)	▪ Two explicit long-term ratings required; AAA rating will be targeted ▪ Requires cross-currency swaps
Subordinated Debt	▪ Subordinated notes will provide credit enhancement for senior debt (ranks behind senior debt in cash flow waterfall) ▪ Two explicit long-term ratings required

Indicative Waterfall



Illustrative Trust Debt Balance: Borrowing and Repayment

Illustrative Total Debt Summary - Funding / Repayment (Annual)



Transaction Structure

SECTION IV

Structural Comparison

	Precedent Utility Charge Securitizations	Proposed Fair Hydro Structure
Legislation	Legislation creates regulatory basis for implementation and servicing of the charge	
Details of Financing	Outlined in irrevocable Financing Order	Outlined in Regulations supported by province guarantee
Collateral	The right to impose and collect a charge from electric utility customers as well as transaction reserve accounts	
Government Support	State pledge not to permit any action that would impair the value of the Collateral	Province guarantee of repayment if any action taken that would impair the value of the Collateral
Non-Bypassability	Charge to be paid by all existing and future electric customers in included customer classes	
Impacted Customers	The majority of customers in service territory (including residential, commercial and industrial)	The majority of customers are residential and light commercial
Recovery Charge	Relatively low, <5% of total bill	Approximately 10% of total bill
Issuer	Varies, but generally a newly formed special purpose vehicle (“SPV”) that is a subsidiary of Investor Owned Utility	Newly formed special purpose vehicle (“SPV”) would be consolidated into Ontario Power Generation (“OPG”) financial statements
Servicer	Varies, but generally Investor Owned Utility	Independent Electricity System Operator (“IESO”)
Third Party Billing	Varies depending on State	Yes, via Local Distribution Companies (“LDC”)
Nonpayment & Partial Payment by Customers	To the extent that any electric utility customer makes a partial payment of a bill containing the charge, the charge collection will be a pro-rata portion of the payment	
Amortization	Fully amortizing with principal payments beginning at first issuance	Bullet or amortizing bonds with principal payments deferred for a number of years following issuance
Establishment of First Charge	Generally within 1 year of issuance	Delayed start
Credit Enhancement	True-up mechanism, reserve accounts	True-up mechanism, reserve accounts, and subordinated debt
Hedging	Historically limited to interest rates	May include interest rate and currency hedging
Trust Structure	Discrete (single issue) trust	Master trust with multiple series issued over a 10 year period
Legal Opinions	Standard opinions regarding Validity, Enforceability and Regulatory Issues (Constitutionality opinion not applicable for Canadian transactions)	

Transaction Includes Same Key Elements as 'AAA' Investor-Owned Utility Securitizations

- Based on the existing Ontario Electricity market infrastructure no credit losses are anticipated
- Fair Hydro Trust true-up mechanism will ensure timely and full collectability of all debt
- OPG subordinated debt will provide incremental credit enhancement for the senior debt
- Provincial guarantee protects investors from an adverse change in law or inability to fund in capital markets
- The Province of Ontario has very low credit risk and is considered to be stable
  - High likelihood of Government of Canada (Aaa, stable) actions to prevent provincial default
  - Ontario is the largest economy of Canadian provinces: 40% of national economic output, 38% of national population, strong destination for immigration, lower than national unemployment rate

✓	**Experienced Operating Agent**	▪ OPG, IESO, and LDC are experienced operators
✓	**Strong Service Territory**	▪ Stable customer base with diversified service territory
✓	**Enhanced True-up**	▪ Mandatory semi-annual true-ups to correct for any over or under collections ▪ Optional interim adjustments permitted as necessary
✓	**Irrevocable & Nonbypassable Charge**	▪ Final and effective upon issuance of Bonds ▪ Applies to all residential and small commercial consumers receiving power through T&D system
✓	**No "Cap" on Collection of Charge**	▪ No limits on collection of charge that may be imposed on all customers after moratorium period
✓	**Province Guarantee**	▪ Strong government support through guarantee of bond legal and regulatory framework
✓	**Full Cross-Collateralization**	▪ Any collection shortfall is allocated among all specified consumers
✓	**No Industrial Risk**	▪ No single large customer or industry exposure

Legislative and Regulatory Overview

Authorizes Use of Securitization and Establishes Servicing Relationship between OPG, IESO and LDCs

General Powers and Authority of Legislation

- Creation of mechanism for deferral of costs by the IESO and establishment of the Regulatory Asset
- Creation of mechanism for absolute sale of Regulatory Asset to Financing Entity
- Definition of impacted customers (“specified consumers”)
- Establishment of right to bill and collect a non-bypassable clean energy adjustment from future specified consumers
- Establishes principles of the Financing Plan
- Statement of non-impairment by the Crown and provision for a Provincial Guarantee
- Allowance for the establishment of a bankruptcy-remote issuer
- Allowance for true-up mechanism

Fair Hydro Regulations

- Details on calculation of the fair allocation amount
- Details on eligible financeable amounts
- Additional details on clean energy adjustment assessment methodology (true-up mechanism):
  - Timing (mandatory semi-annual + more frequent as needed)
  - Calculation (accounts for expected charge-offs, billing delays and usage as well as any under / over collection in previous period)
- Additional details around servicing / billing mechanics (e.g., LDCs and IESO)

Responsibilities Under New Structure

OPG

- OPG to act as Financial Services Manager including the development and implementation of the Financing Plan
- Calculates the clean energy adjustment including semi-annual true-up

IESO

- Establishment of IESO as Servicer
- Aggregation of collections by LDCs and remittance to Trustee

LDCs

- Manage the billing and remittance of the non-by-passable charge
- Includes charge as a separate line-item on customer bills

Ontario Energy Board

- Must accept clean energy adjustment, and converts to customer charge
- Allow for the charge to go into effect
- Review / approve ongoing Financial Services Manager fees and expenses

Objective of the Legislative, Regulatory and Contractual Structure

- Due to the number of related parties participating in the transaction an overarching theme of the structure is to establish the transaction on a commercial basis
- OPG expects to consolidate the results of the Trust in its financial statements based on the commercial relationship between OPG and the Trust
- The commercial basis is established by a number of elements which work together
  - Trust has the right but not the obligation to purchase a Regulatory Asset
  - Regulatory Asset purchased by the Trust provides the right to bill and collect a charge from future consumers
  - Transactions in the Trust to finance the asset purchase to be on an arm's length basis
  - Amount collected from consumers includes costs of financing the asset purchase, costs to manage the financing, costs to operate the Trust and repayment of principal
  - OEB role established to support recognition of asset and customer charge
  - Debt of the Trust structured to balance risk and cost with objective to achieve highest rating possible
  - Subordinated debt issued by the Trust will be rated and will price off of the senior debt based on a survey of banks
  - Subordinated debt will absorb uncertainties of the senior debt to support highest rating of the senior debt
  - OPG will manage the activities of the Trust for a fee comparable to fees charged by 3rd party managers. OEB role will be limited to reviewing the application of the fee methodology
- Notwithstanding consolidation of the Trust into OPG the Trust will be structured to be bankruptcy remote from OPG

Bill 132 Fair Hydro Plan Act, 2017 Legislation

The Act establishes a framework under which the costs and benefits associated with the “clean energy initiative” are to be allocated among present and future consumers of electricity

Rate Reduction Time Period

- From July 1, 2017 until April 30, 2019, electricity rates payable by a “regulated rate consumer” will be the rate that would result in a representative regulated rate consumer who meets the prescribed criteria being charged an invoice amount that is 25% less than the regulated rate that would otherwise have been determined by the OEB
  - For the 12 month period beginning May 1, 2018 the invoice amount established previously would increase by the rate of inflation in Ontario
  - Subsequent rate reductions beyond April 30, 2019 will be established by regulation

Regulatory Asset

- Each month, the IESO will determine the shortfall resulting from the rate reduction and record in a variance account. IESO has the right to recover the balance recorded in the variance account from specified consumers and this right will be a “regulatory asset” under the Act. IESO will not be entitled to collect the balance recorded in the variance account from specified consumers before May 1, 2021

Investment Asset

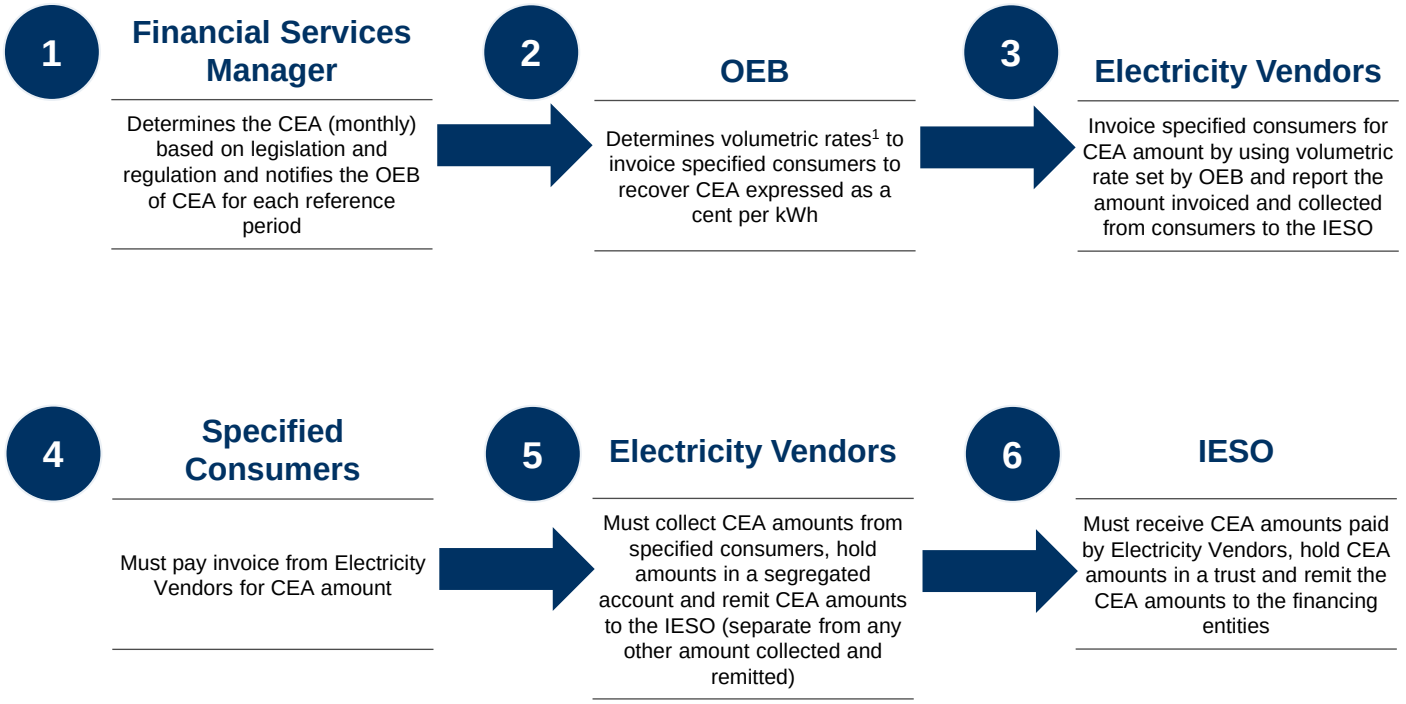
- IESO may transfer (sell) a specified portion of the regulatory asset to the financing entity established by OPG. The Trust is not obligated to purchase the asset. Upon the transfer, the financing entity acquires an interest in the investment asset that is a current and irrevocable property right consisting of the right to impose, invoice, collect, receive and recover the clean energy adjustment from specified consumers or electricity vendors

Components of the legislation and accompanying agreements that are of interest to investors

- Investment assets created by the IESO represents a claim on the rate-payers that is a current and irrevocable property right consisting of the right to impose, invoice, collect, receive and recover from the market
- The trust is not obligated to purchase the regulatory asset from the IESO
- The various investment assets are pari passu
- **The province is providing a guarantee to the trust; backstopping its obligations, either if there are changes in future legislation or if there are market disruption (liquidity) issues**

Clean Energy Adjustment – Proposed Billing and Collection Process

- Clean Energy Adjustment amounts for billing and collection purposes will be managed outside of the IESO's current settlement processes set out in the Market Rules for electricity invoice amounts
  - As such, CEA amounts will not benefit from the rights the IESO currently has under the Market Rules – ability to charge interest, draw down on prudential amounts, and borrow to cover shortfalls
  - Collections risk for CEA amounts are dealt with through statutory rights in the Act, the collection obligations of the IESO under the Master Sales and Services Agreement (to be finalized) and the ability to include amounts into the true up mechanism



[1] The rates will be determined by dividing the CEA amount by the forecasted energy consumption in the reference period by specified consumers

Indicative Allocation of Servicing Role and Responsibilities

	OPG / Financing Entity	IESO	LDC
Management of Ongoing Issuance	✔		
Meter Reading			✔
Billing			✔
Collections			✔
Cash Management		✔	
Remittance of Charge to Trustee	✔	✔	
(Responding to inquiries by customers if practicable, or forwarding such inquiries to OPG)	✔		✔
Ongoing Filings for Trustee and Rating Agencies	✔		
True-Up Calculation	✔	✔	

900-1

TORYS LLP

FIN5167DM-2018-69

XRF: FIN5167DM-2018-15

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Date	April 23, 2018		
From	Brett Saulnier	**Direct Tel**	416-865-8148
Page(s)	30 (including this cover page)		39953-2002

Recipient	Fax Number	Tel Number
Ministry of Finance (Minister)	(416) 325-0374	
Ministry of Finance (Deputy)	(416) 325-1595	
Ministry of Energy (Minister)	(416) 327-6754	
Ministry of Energy (Deputy)	(416) 327-6755	

Comments See attached

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MINISTRY OF FINANCE
DEPUTY MINISTER'S OFFICE

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April 23, 2018

CONFIDENTIAL

Ministry of Finance
7 Queen's Park Crescent, 7th Floor
Toronto, Ontario M7A 1Y7

Attention: Minister of Finance
Deputy Minister of Finance

Ministry of Energy
Hearst Block 4th Floor, 900 Bay Street
Toronto, Ontario M7A 2E1

Attention: Minister of Energy
Deputy Ministry of Energy

Dear Sirs/Mesdames:

Re: Fair Hydro Plan – Deliveries under Change of Law Process Agreement

Reference is made to the Change of Law Process Agreement dated as of December 21, 2017 between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Energy and the Minister of Finance, and Ontario Power Generation Inc. (the "**Change of Law Process Agreement**"). Capitalized terms used and not defined herein shall have their respective meanings in the Change of Law Process Agreement.

On April 24, Fair Hydro Trust (the "**Issuer**") will issue (i) C$400,000,000 aggregate principal amount of 3.52% Senior Notes due May 15, 2038, Series 2018-2 in accordance with the terms of an agency agreement dated as of April 19, 2018 among the Issuer, Ontario Power Generation Inc. ("**OPG**") and the dealers named therein, (ii) C$305,882,000 aggregate principal amount of 3.834% Subordinated Notes due May 15, 2038, Series 2018-2 and (iii) C$78,431,000 aggregate principal amount of 4.214% Junior Subordinated Notes due May 15, 2038, Series 2018-2 (collectively, the "**Funding Obligations**").

On behalf of Ontario Power Generation Inc. and pursuant to section 3.01 of the Change of Law Process Agreement, please find enclosed a Process Certificate in respect of the Funding Obligations.

On behalf of Ontario Power Generation Inc. and pursuant to section 2.01(c) of the Change of Law Process Agreement, please find enclosed one Special Payment Date Agreement in respect of each of the Warehouse Senior Series 2017-1 Supplemental Indenture dated as of December 21, 2017 among, *inter alios*, the Issuer, Royal Bank of Canada and BNY Trust Company of Canada (the "**Indenture Trustee**"), the Warehouse Subordinated Series 2017-1 Supplemental

Indenture dated as of December 21, 2017 among the Issuer, OPG and the Indenture Trustee and the Warehouse Junior Subordinated Series 2017-1 Supplemental Indenture dated as of December 21, 2017 among the Issuer, OPG and the Indenture Trustee (collectively, the "**Warehouse Facilities**"). Such Special Payment Date Agreements permit a partial repayment of the Warehouse Facilities using proceeds from the Funding Obligations on a date that is not the 15th day of a given calendar month and allow the decrease notice to be delivered within two business days of such repayment (rather than five business days).

Yours truly,

Brett Saulnier

Encl.

cc: Rima Ramchandani, *Torys LLP*
John Lee, *Ontario Power Generation Inc.*
Lubna Ladak, *Ontario Power Generation Inc.*
Clara Greco, *Ontario Power Generation Inc.*

25407780.3

ONTARIO POWER GENERATION INC.,
in its capacity as FSM

PROCESS CERTIFICATE (2018-2)

Certificate of the CFO and Treasurer pursuant to section 3.01 of the Change of Law Process Agreement

TO: Her Majesty the Queen in Right of Ontario, as represented by the Minister of Energy and the Minister of Finance (the "**Province**")

RE: C$400,000,000 aggregate principal amount of 3.52% Senior Notes due May 15, 2038, Series 2018-2 (the "**Series 2018-2 Senior Notes**")

AND RE: C$305,882,000 aggregate principal amount of 3.834% Subordinated Notes due May 15, 2038, Series 2018-2 (the "**Series 2018-2 Subordinated Notes**")

AND RE: C$78,431,000 aggregate principal amount of 4.214% Junior Subordinated Notes due May 15, 2038, Series 2018-2 (the "**Series 2018-2 Junior Subordinated Notes**")

AND RE: Agency agreement between Fair Hydro Trust (the "**Issuer**"), Ontario Power Generation Inc., CIBC World Markets Inc., RBC Dominion Securities Inc., Goldman Sachs Canada Inc., BMO Nesbitt Burns Inc., Scotia Capital Inc., National Bank Financial Inc., TD Securities Inc., Morgan Stanley Canada Limited, HSBC Securities (Canada) Inc., Laurentian Bank Securities Inc., Desjardins Securities Inc. and Casgrain & Company Limited dated as of April 19, 2018 (the "**Agency Agreement**" and together with the Series 2018-2 Senior Notes, the Series 2018-2 Subordinated Notes and the Series 2018-2 Junior Subordinated Notes, the "**Funding Obligations**")

Reference is made to the Change of Law Process Agreement dated December 21, 2017 among the Province and Ontario Power Generation Inc. (the "**Change of Law Process Agreement**"). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Change of Law Process Agreement.

Each of the undersigned, being the Chief Financial Officer and Treasurer of OPG acting in its capacity as FSM and holding the offices set forth under their names and signatures below, pursuant to and accordance with section 3.01 of the Change of Law Process Agreement, hereby certifies for and on behalf of OPG, in its capacity as Financial Services Manager, and not in such officer's personal capacity and intending that this certificate may be relied on by the addressees hereof without independent inquiry, that:

1. I have read and understand the provisions of the Change of Law Process Agreement and all other documents and materials necessary to enable me to deliver this certificate.

2. The material terms of the Series 2018-2 Senior Notes are set forth in Schedule A.

3. The material terms of the Series 2018-2 Subordinated Notes are set forth in Schedule B.

4. The material terms of the Series 2018-2 Junior Subordinated Notes are set forth in Schedule C.

5. The material terms of the Agency Agreement are set forth in Schedule D.

6. The Funding Obligations:

   (a) will arise under terms and conditions that are Substantially in the Form of the Reference Documentation applicable thereto;

   (b) in my opinion, are reasonably incurred or effected in compliance with the Act, the General Regulation, any other enactments related thereto and the Financing Plan;

   (c) are of a type and are on terms that a reasonably prudent financial services manager would incur in similar circumstances; and

   (d) reflect, in all material respects, arm's length terms and conditions.

7. The Disclosure Document used in connection with the offering and sale of the Series 2018-2 Senior Notes is Substantially in the Form of the Reference Documentation. No Disclosure Document was used in connection with the offering and sale of the Series 2018-2 Subordinated Notes or Series 2018-2 Junior Subordinated Notes.

8. Any disclosure made in respect of any of the Funding Obligations (including any Disclosure Document, press release or other written communication prepared for dissemination to third parties in relation to any of the Funding Obligations) that refers to or describes the terms, effect or adherence of or to the Change of Law Process Agreement or the Change of Law Protection Agreement has been made available to the Province prior to use or dissemination, other than where such disclosure was substantially the same as a disclosure previously made.

9. No Breach Event has occurred on or prior to the date hereof, unless such Breach Event has been waived by the Province in writing.

10. At the time the Funding Obligations are incurred, the maximum aggregate payment amounts due or becoming due in the future in respect of Repayments under the Funding Obligations, together with all other outstanding amounts due or becoming due in the future in respect of Repayments under all Approved Obligations, do not exceed the Protection Agreement Maximum applicable on the date hereof.

[Remainder of page intentionally left blank.]

DATED as of the 24th day of April, 2018.

Name: Ken Hartwick
Title: Chief Financial Officer and Senior Vice President

Name: John Lee
Title: Vice President – Treasurer

[Signature page to Process Certificate (2018-2)]

SCHEDULE A

SERIES 2018-2 SENIOR NOTES TERM SHEET	
Principal Amount	Unlimited but initially C$400,000,000
Interest Rate	3.52% per annum (the "Series 2018-2 Senior Interest Rate")
Interest Payments	The "Interest Payment Dates" for the Series 2018-2 Senior Notes are as follows: (i) prior to the occurrence of an Amortization Event (as defined below), interest on the Series 2018-2 Senior Notes shall be payable in equal semi-annual instalments (except the first interest payment) in arrears on May 15 and November 15 of each year, commencing May 15, 2018 (short first coupon); and (ii) following the occurrence of an Amortization Event, interest will be payable in arrears on the outstanding principal amount of the Series 2018-2 Senior Notes on each Payment Date (as defined in the Master Trust Indenture dated December 21, 2017 between the Issuer and BNY Trust Company of Canada, as supplemented (the "MTI")) thereafter at a rate equal to the monthly equivalent of the Series 2018-2 Senior Interest Rate; that is, the interest rate that, when compounded monthly for six months on a stated outstanding principal amount, yields interest in an amount equal to the Series 2018-2 Senior Interest Rate, multiplied by such outstanding principal amount and divided by two. The first interest payment on the Series 2018-2 Senior Notes will include accrued and unpaid interest for the period from, and including, April 24, 2018 to, but excluding, the first Interest Payment Date. Subject to the occurrence of an Acceleration Event (as defined below), the first interest payment will be in an amount equal to C$2.02520548 per C$1,000 principal amount of Series 2018-2 Senior Notes. "Amortization Event" means either an Acceleration Event has occurred with respect to the Series 2018-2 Senior Notes, or the outstanding principal amount of the Series 2018-2 Senior Notes has not been paid in full on May 15, 2038. "Acceleration Event" means either (i) all Issuer Funding Obligations are declared due and payable in accordance with the provisions of the MTI, or (ii) the outstanding principal amount of the Series 2018-2 Senior Notes and all interest thereon is declared due and payable in accordance with the MTI as a result of the occurrence of certain events of default.
Issue Price	C$1,000.02 per C$1,000 principal amount of Series 2018-2 Senior Notes
Fees	See Schedule D under the heading "Fees"
Term to Maturity	20 years
Amortization	Subject to the occurrence of an Acceleration Event, the outstanding principal amount of the Series 2018-2 Senior Notes shall be due and payable on May 15, 2038. Following the occurrence of an Amortization Event, each Payment Date thereafter shall be a Principal Payment Date (as defined in the MTI) in respect of the Series 2018-2 Senior Notes and the then outstanding principal amount of the Series 2018-2 Senior Notes shall be due and payable on each such Payment Date. A failure to pay principal on May 15, 2038 for the Series 2018-2 Senior Notes will constitute an event of default upon the occurrence of which the holders of Series 2018-2 Senior Notes may declare the outstanding principal and all accrued and unpaid interest on the Series 2018-2 Senior Notes to be immediately due and payable. Subject to the occurrence of an Amortization Event, the Series 2018-2 Senior Notes shall have the Principal Accumulation Amounts for the Payment Dates specified in Appendix I hereto.
Extension	N/A
Redemption	The Series 2018-2 Senior Notes will be redeemable at the option of the Issuer, in whole or in part, at any time and from time to time, on not less than 15 nor more than 60 days' notice at the redemption price specified below. At any time prior to the Par Call Date (as defined below), the redemption price will be equal to the greater of (i) the Series 2018-2 Canada Yield Price (as defined below) and (ii) par, plus, in each case, accrued and unpaid interest to, but not including, the date of redemption. On or after the Par Call Date, the redemption price will be equal to par, plus accrued and unpaid interest to, but not including, the date of redemption. "Par Call Date" means November 15, 2037. "Series 2018-2 Canada Yield Price" means a price equal to the price of the Series 2018-2 Senior Notes calculated to provide a yield to the Par Call Date, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, equal to the Government of Canada Yield (as defined below) calculated at 10:00 a.m. (Toronto time) on the third business day preceding the date of redemption, plus 0.265% per annum. "Government of Canada Yield" on any date means, in respect of the Series 2018-2 Senior Notes being redeemed, the yield from the redemption date to the Par Call Date compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada at 100% of its principal amount on such date with a term to maturity equal to the remaining term to the Par Call Date (calculated from the date of redemption), such yield being the average of the yields provided by two major Canadian investment dealers specified by the Issuer.

APPENDIX 1

PRINCIPAL ACCUMULATION AMOUNTS AND PAYMENT DATES

Payment Date	Principal Accumulation Amount
June 15, 2037	C$33,333,333.33
July 15, 2037	C$33,333,333.33
August 15, 2037	C$33,333,333.33
September 15, 2037	C$33,333,333.33
October 15, 2037	C$33,333,333.33
November 15, 2037	C$33,333,333.33
December 15, 2037	C$33,333,333.33
January 15, 2038	C$33,333,333.33
February 15, 2038	C$33,333,333.33
March 15, 2038	C$33,333,333.33
April 15, 2038	C$33,333,333.33
May 15, 2038	C$33,333,333.37

SCHEDULE B

SERIES 2018-2 SUBORDINATED NOTES TERM SHEET	
Principal Amount	Unlimited but initially C$305,882,000
Interest Rate	3.834% per annum (the "**Series 2018-2 Subordinated Interest Rate**")
Interest Payments	The "**Interest Payment Dates**" for the Series 2018-2 Subordinated Notes are as follows: (i) prior to the occurrence of an Amortization Event (as defined below), interest on the Series 2018-2 Subordinated Notes shall be payable in equal semi-annual instalments (except the first interest payment) in arrears on May 15 and November 15 of each year, commencing May 15, 2018 (short first coupon); and (ii) following the occurrence of an Amortization Event, interest will be payable in arrears on the outstanding principal amount of the Series 2018-2 Subordinated Notes on each Payment Date (as defined in the Master Trust Indenture dated December 21, 2017 between the Issuer and BNY Trust Company of Canada, as supplemented (the "**MTI**")) thereafter at a rate equal to the monthly equivalent of the Series 2018-2 Subordinated Interest Rate; that is, the interest rate that, when compounded monthly for six months on a stated outstanding principal amount, yields interest in an amount equal to the Series 2018-2 Subordinated Interest Rate, multiplied by such outstanding principal amount and divided by two. The first interest payment on the Series 2018-2 Subordinated Notes will include accrued and unpaid interest for the period from, and including, April 24 , 2018 to, but excluding, the first Interest Payment Date. Subject to the occurrence of an Acceleration Event (as defined below), the first interest payment will be in an amount equal to C$2.20586301 per C$1,000 principal amount of Series 2018-2 Subordinated Notes. "**Amortization Event**" means either an Acceleration Event has occurred with respect to the Series 2018-2 Subordinated Notes, or the outstanding principal amount of the Series 2018-2 Subordinated Notes has not been paid in full on May 15, 2038. "**Acceleration Event**" means either (i) all Issuer Funding Obligations are declared due and payable in accordance with the provisions of the MTI, or (ii) the outstanding principal amount of the Series 2018-2 Subordinated Notes and all interest thereon is declared due and payable in accordance with the MTI as a result of the occurrence of certain events of default.
Issue Price	C$1,000 per C$1,000 principal amount of Series 2018-2 Subordinated Notes
Fees	N/A
Term to Maturity	20 years
Amortization	Subject to the occurrence of an Acceleration Event, the outstanding principal amount of the Series 2018-2 Subordinated Notes shall be due and payable on May 15, 2038. Following the occurrence of an Amortization Event, each Payment Date thereafter shall be a Principal Payment Date (as defined in the MTI) in respect of the Series 2018-2 Subordinated Notes and the then outstanding principal amount of the Series 2018-2 Subordinated Notes shall be due and payable on each such Payment Date. A failure to pay principal on May 15, 2038 for the Series 2018-2 Subordinated Notes will constitute an event of default upon the occurrence of which the holders of Series 2018-2 Subordinated Notes may declare the outstanding principal and all accrued and unpaid interest on the Series 2018-2 Subordinated Notes to be immediately due and payable. Subject to the occurrence of an Amortization Event, the Series 2018-2 Subordinated Notes shall have the Principal Accumulation Amounts for the Payment Dates specified in Appendix 2 hereto.
Extension	N/A
Redemption	The Series 2018-2 Subordinated Notes will be redeemable at the option of the Issuer, in whole or in part, at any time and from time to time, on not less than 15 nor more than 60 days' notice at the redemption price specified below. At any time prior to the Par Call Date (as defined below), the redemption price will be equal to the greater of (i) the Series 2018-2 Canada Yield Price (as defined below) and (ii) par, plus, in each case, accrued and unpaid interest to, but not including, the date of redemption. On or after the Par Call Date, the redemption price will be equal to par, plus accrued and unpaid interest to, but not including, the date of redemption. "**Par Call Date**" means November 15, 2037. "**Series 2018-2 Canada Yield Price**" means a price equal to the price of the Series 2018-2 Subordinated Notes calculated to provide a yield to the Par Call Date, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, equal to the Government of Canada Yield (as defined below) calculated at 10:00 a.m. (Toronto time) on the third business day preceding the date of redemption, plus 0.345% per annum. "**Government of Canada Yield**" on any date means, in respect of the Series 2018-2 Subordinated Notes being redeemed, the yield from the redemption date to the Par Call Date compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada at 100% of its principal amount on such date with a term to maturity equal to the remaining term to the Par Call Date (calculated from the date of redemption), such yield being the average of the yields provided by two major Canadian investment dealers specified by the Issuer.

APPENDIX 2

PRINCIPAL ACCUMULATION AMOUNTS AND PAYMENT DATES

Payment Date	Principal Accumulation Amount
June 15, 2037	C$25,490,166.67
July 15, 2037	C$25,490,166.67
August 15, 2037	C$25,490,166.67
September 15, 2037	C$25,490,166.67
October 15, 2037	C$25,490,166.67
November 15, 2037	C$25,490,166.67
December 15, 2037	C$25,490,166.67
January 15, 2038	C$25,490,166.67
February 15, 2038	C$25,490,166.67
March 15, 2038	C$25,490,166.67
April 15, 2038	C$25,490,166.67
May 15, 2038	C$25,490,166.63

SCHEDULE C

SERIES 2018-2 JUNIOR SUBORDINATED NOTES TERM SHEET	
Principal Amount	Unlimited but initially C$78,431,000
Interest Rate	4.214% per annum (the "Series 2018-2 Junior Subordinated Interest Rate")
Interest Payments	The "Interest Payment Dates" for the Series 2018-2 Junior Subordinated Notes are as follows: (i) prior to the occurrence of an Amortization Event (as defined below), interest on the Series 2018-2 Junior Subordinated Notes shall be payable in equal semi-annual instalments (except the first interest payment) in arrears on May 15 and November 15 of each year, commencing May 15, 2018 (short first coupon); and (ii) following the occurrence of an Amortization Event, interest will be payable in arrears on the outstanding principal amount of the Series 2018-2 Junior Subordinated Notes on each Payment Date (as defined in the Master Trust Indenture dated December 21, 2017 between the Issuer and BNY Trust Company of Canada, as supplemented (the "MTI")) thereafter at a rate equal to the monthly equivalent of the Series 2018-2 Junior Subordinated Interest Rate; that is, the interest rate that, when compounded monthly for six months on a stated outstanding principal amount, yields interest in an amount equal to the Series 2018-2 Junior Subordinated Interest Rate, multiplied by such outstanding principal amount and divided by two. The first interest payment on the Series 2018-2 Junior Subordinated Notes will include accrued and unpaid interest for the period from, and including, April 24, 2018 to, but excluding, the first Interest Payment Date. Subject to the occurrence of an Acceleration Event (as defined below), the first interest payment will be in an amount equal to C$2.424493.15 per C$1,000 principal amount of Series 2018-2 Junior Subordinated Notes. "Amortization Event" means either an Acceleration Event has occurred with respect to the Series 2018-2 Junior Subordinated Notes, or the outstanding principal amount of the Series 2018-2 Junior Subordinated Notes has not been paid in full on May 15, 2038. "Acceleration Event" means either (i) all Issuer Funding Obligations are declared due and payable in accordance with the provisions of the MTI, or (ii) the outstanding principal amount of the Series 2018-2 Junior Subordinated Notes and all interest thereon is declared due and payable in accordance with the MTI as a result of the occurrence of certain events of default.
Issue Price	C$1,000 per C$1,000 principal amount of Series 2018-2 Junior Subordinated Notes
Fees	N/A
Term to Maturity	20 years
Amortization	Subject to the occurrence of an Acceleration Event, the outstanding principal amount of the Series 2018-2 Junior Subordinated Notes shall be due and payable on May 15, 2038. Following the occurrence of an Amortization Event, each Payment Date thereafter shall be a Principal Payment Date (as defined in the MTI) in respect of the Series 2018-2 Junior Subordinated Notes and the then outstanding principal amount of the Series 2018-2 Junior Subordinated Notes shall be due and payable on each such Payment Date. A failure to pay principal on May 15, 2038 for the Series 2018-2 Junior Subordinated Notes will constitute an event of default upon the occurrence of which the holders of Series 2018-2 Junior Subordinated Notes may declare the outstanding principal and all accrued and unpaid interest on the Series 2018-2 Junior Subordinated Notes to be immediately due and payable. Subject to the occurrence of an Amortization Event, the Series 2018-2 Junior Subordinated Notes shall have the Principal Accumulation Amounts for the Payment Dates specified in Appendix 3 hereto.
Extension	N/A
Redemption	The Series 2018-2 Junior Subordinated Notes will be redeemable at the option of the Issuer, in whole or in part, at any time and from time to time, on not less than 15 nor more than 60 days' notice at the redemption price specified below. At any time prior to the Par Call Date (as defined below), the redemption price will be equal to the greater of (i) the Series 2018-2 Canada Yield Price (as defined below) and (ii) par, plus, in each case, accrued and unpaid interest to, but not including, the date of redemption. On or after the Par Call Date, the redemption price will be equal to par, plus accrued and unpaid interest to, but not including, the date of redemption. "Par Call Date" means November 15, 2037. "Series 2018-2 Canada Yield Price" means a price equal to the price of the Series 2018-2 Junior Subordinated Notes calculated to provide a yield to the Par Call Date, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, equal to the Government of Canada Yield (as defined below) calculated at 10:00 a.m. (Toronto time) on the third business day preceding the date of redemption, plus 0.440% per annum. "Government of Canada Yield" on any date means, in respect of the Series 2018-2 Junior Subordinated Notes being redeemed, the yield from the redemption date to the Par Call Date compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada at 100% of its principal amount on such date with a term to maturity equal to the remaining term to the Par Call Date (calculated from the date of redemption), such yield being the average of the yields provided by two major Canadian investment dealers specified by the Issuer.

APPENDIX 3

PRINCIPAL ACCUMULATION AMOUNTS AND PAYMENT DATES

Payment Date	Principal Accumulation Amount
June 15, 2037	C$6,535,916.67
July 15, 2037	C$6,535,916.67
August 15, 2037	C$6,535,916.67
September 15, 2037	C$6,535,916.67
October 15, 2037	C$6,535,916.67
November 15, 2037	C$6,535,916.67
December 15, 2037	C$6,535,916.67
January 15, 2038	C$6,535,916.67
February 15, 2038	C$6,535,916.67
March 15, 2038	C$6,535,916.67
April 15, 2038	C$6,535,916.67
May 15, 2038	C$6,535,916.63

SCHEDULE D

AGENCY AGREEMENT TERMS	
Appointment	The Issuer appoints the Agents to act as its sole and exclusive agents to effect the solicitation and private placement of Series 2018-2 Senior Notes to "accredited investors", as such term is defined under applicable securities laws, in the Provinces of Canada (the "Offering").
Fees	In consideration of the services provided to the Issuer by the Agents, the Issuer agrees to pay the Agents a fee equal to 0.55% of the aggregate principal amount of Series 2018-2 Senior Notes sold in the Offering.
Representations and Warranties	Representations and warranties in favour of the Agents from each of the Issuer and OPG customary for a private placement of notes, including representations that the disclosure document used in connection with the Offering does not contain a "misrepresentation", as such term is defined under applicable securities laws.
Conditions to Closing	As conditions to the closing of the Offering, the Issuer must provide, or arrange to have provided, certain standard certificates, legal opinions and other deliverables to the Agents.
Termination	The Agents have customary rights to terminate their obligations on the occurrence of certain events, including legal or other proceedings resulting in a material adverse change, a material adverse change in respect of the Issuer and financial disasters.
Indemnity	Each of the Issuer and OPG provides an indemnity to each of the Agents for any losses resulting from, among other things, breaches of representations, warranties and covenants, breaches of securities laws or a "misrepresentation" in the disclosure document used in connection with the Offering.

SPECIAL PRINCIPAL PAYMENT DATE AGREEMENT (2018-2)
(Senior Warehouse Supplemental Indenture)

Reference is made to:

(a) the Trust Indenture dated as of December 21, 2017 (the "**Trust Indenture**") between Computershare Trust Company of Canada in its capacity as trustee of Fair Hydro Trust and BNY Trust Company of Canada, as indenture trustee;

(b) the Warehouse Senior Series 2017-1 Supplemental Indenture (the "**Senior Warehouse Supplemental Indenture**") made as of December 21, 2017 between the undersigned signatories to this Special Principal Payment Date Agreement;

(c) an expected issuance on or about April 24, 2018 of Senior Notes bearing the full designation "3.52% Senior Notes due May 15, 2038, Series 2018-2" pursuant to a new Supplemental Indenture to be entered into (the "**Expected Term Issuance**").

Terms with initial capital letters in this Special Principal Payment Date Agreement have the meanings given to them in, or for the purposes of, the Senior Warehouse Supplemental Indenture and the Trust Indenture.

The undersigned hereby agree as follows:

1. Notwithstanding the terms of the Senior Warehouse Supplemental Indenture, the date of issuance of the Senior Notes pursuant to the Expected Term Issuance (the "**Special Principal Payment Date**") will be a Principal Payment Date and a Decrease Date as such terms are defined under, and for the purposes of, the Senior Warehouse Supplemental Indenture.

2. Each of the Principal Payment Amount and the Decrease Amount for such Special Principal Payment Date shall be $400,000,000.

3. Proceeds of the Expected Term Issuance will be applied pursuant to the provisions of the Trust Indenture and the Senior Warehouse Supplemental Indenture to the payment of the Principal Payment Amount.

4. For greater certainty, it is acknowledged that the Special Principal Payment Date will not be an Interest Payment Date under the Senior Warehouse Supplemental Indenture and that accrued interest in respect of the principal amount of the Series 2017-1 Senior Notes repaid on the Special Principal Payment Date will be paid on the next Payment Date.

5. Notwithstanding Section 3.4(a) of the Senior Warehouse Supplemental Indenture, the Decrease Notice in respect of the Decrease occurring on the Special Principal Payment Date may be delivered no later than the second Business Day prior to the Special Principal Payment Date.

6. This Special Principal Payment Date Agreement applies only to the proceeds of the Expected Term Issuance and shall not be relied upon to complete any other repayment of principal of Series 2017-1 Senior Notes. If the Special Principal Payment Date has not

occurred by May 15, 2018 this Special Principal Payment Date Agreement shall cease to be of any force and effect.

7. Except as modified hereby, the provisions of the Senior Warehouse Supplemental Indenture remain in full force and effect unamended.

8. Each Series 2017-1 Senior Noteholder acknowledges and consents to the foregoing and directs the Indenture Trustee to enter into this Special Principal Payment Date Agreement.

[Signature Page Follows]

DATED this 20th day of April, 2018.

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of FAIR HYDRO TRUST, as Issuer by ONTARIO POWER GENERATION INC., not in its individual capacity but solely as Manager

By: _____
Name: Ken Hartwick
Title: Chief Financial Officer and Senior Vice President

By: _____
Name: John Lee
Title: Vice President – Treasurer

[Signature page to Special Principal Payment Date Agreement (2018-2) – Senior Warehouse]

S-2

BNY TRUST COMPANY OF CANADA, as Indenture Trustee

By: _____
Name: Ahmad Adam
Title: Vice-President

[Signature page to Special Principal Payment Date Agreement (2018-2) – Senior Warehouse]

ROYAL BANK OF CANADA, as Administrative Agent

By: _____
Name: Ian Benaiah
Title: Authorized Signatory

By: _____
Name:
Title: NUR KHAN
MANAGING DIRECTOR

CIBC MELLON TRUST COMPANY, in its capacity as trustee of **LAKESHORE TRUST**, by its Financial Services Agent, **ROYAL BANK OF CANADA**, as a CP Conduit Purchaser

By: _____
Name: Ian Benaiah
Title: Authorized Signatory

By: _____
Name:
Title: NUR KHAN
MANAGING DIRECTOR

ROYAL BANK OF CANADA, as a Group Bank

By: _____
Name: Ian Benaiah
Title: Authorized Signatory

By: _____
Name:
Title: NUR KHAN
MANAGING DIRECTOR

S-4

CANADIAN IMPERIAL BANK OF COMMERCE, as a Group Bank

By: _____
Name: Andrew Maciel
Title: Authorized Signatory

By: _____
Name: Sunil Adalja
Title: Authorized Signatory

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of **SOUND TRUST**, by its Financial Services Agent, **CANADIAN IMPERIAL BANK OF COMMERCE**, as a CP Conduit Purchaser

By: _____
Name: Andrew Maciel
Title: Authorized Signatory

By: _____
Name: Sunil Adalja
Title: Authorized Signatory

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of **SURE TRUST**, by its Financial Services Agent, **CANADIAN IMPERIAL BANK OF COMMERCE**, as a CP Conduit Purchaser

By: _____
Name: Andrew Maciel
Title: Authorized Signatory

By: _____
Name: Sunil Adalja
Title: Authorized Signatory

GOLDMAN SACHS BANK USA,
as a Non-Conduit Purchaser

By: _____
Name: Charles D. Johnston
Title: Authorized Signatory

By: _____
Name:
Title:

SPECIAL PRINCIPAL PAYMENT DATE AGREEMENT (2018-2)
(Subordinated Warehouse Supplemental Indenture)

Reference is made to:

(a) the Trust Indenture dated as of December 21, 2017 (the "**Trust Indenture**") between Computershare Trust Company of Canada in its capacity as trustee of Fair Hydro Trust and BNY Trust Company of Canada, as indenture trustee;

(b) the Warehouse Subordinated Series 2017-1 Supplemental Indenture (the "**Subordinated Warehouse Supplemental Indenture**") made as of December 21, 2017 between the undersigned signatories to this Special Principal Payment Date Agreement;

(c) an expected issuance on or about April 24, 2018 of Subordinated Notes bearing the full designation "3.834% Subordinated Notes due May 15, 2038, Series 2018-2" pursuant to a new Supplemental Indenture to be entered into (the "**Expected Term Issuance**").

Terms with initial capital letters in this Special Principal Payment Date Agreement have the meanings given to them in, or for the purposes of, the Senior Warehouse Supplemental Indenture and the Trust Indenture.

The undersigned hereby agree as follows:

1. Notwithstanding the terms of the Subordinated Warehouse Supplemental Indenture, the date of issuance of the Subordinated Notes pursuant to the Expected Term Issuance (the "**Special Principal Payment Date**") will be a Principal Payment Date and a Decrease Date as such terms are defined under, and for the purposes of, the Subordinated Warehouse Supplemental Indenture.

2. Each of the Principal Payment Amount and the Decrease Amount for such Special Principal Payment Date shall be $305,882,000.

3. Proceeds of the Expected Term Issuance will be applied pursuant to the provisions of the Trust Indenture and the Subordinated Warehouse Supplemental Indenture to the payment of the Principal Payment Amount.

4. For greater certainty, it is acknowledged that the Special Principal Payment Date will not be an Interest Payment Date under the Subordinated Warehouse Supplemental Indenture and that accrued interest in respect of the principal amount of the Series 2017-1 Subordinated Notes repaid on the Special Principal Payment Date will be paid on the next Payment Date.

5. Notwithstanding Section 3.4 of the Subordinated Warehouse Supplemental Indenture, the Decrease Notice in respect of the Decrease occurring on the Special Principal Payment Date may be delivered no later than the second Business Day prior to the Special Principal Payment Date.

6. This Special Principal Payment Date Agreement applies only to the proceeds of the Expected Term Issuance and shall not be relied upon to complete any other repayment of principal of Series 2017-1 Subordinated Notes. If the Special Principal Payment Date has not occurred by May 15, 2018 this Special Principal Payment Date Agreement shall cease to be of any force and effect.

7. Except as modified hereby, the provisions of the Subordinated Warehouse Supplemental Indenture remain in full force and effect unamended.

8. Ontario Power Generation Inc. acknowledges and consents to the foregoing and directs the Indenture Trustee to enter into this Special Principal Payment Date Agreement.

[Signature Page Follows]

DATED this 20th day of April, 2018.

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of FAIR HYDRO TRUST, as Issuer by ONTARIO POWER GENERATION INC., not in its individual capacity but solely as Manager

By: _____
Name: Ken Hartwick
Title: Chief Financial Officer and Senior Vice President

By: _____
Name: John Lee
Title: Vice President - Treasurer

[Signature page to Special Principal Payment Date Agreement (2018-2) – Subordinated Warehouse]

BNY TRUST COMPANY OF CANADA, as Indenture Trustee

By: _____
Name: Ahmad Adam
Title: Vice-President

[Signature page to Special Principal Payment Date Agreement (2018-2) – Subordinated Warehouse]

ONTARIO POWER GENERATION INC.

By: _____
Name: Ken Hartwick
Title: Chief Financial Officer and Senior Vice President

By: _____
Name: John Lee
Title: Vice President – Treasurer

[Signature page to Special Principal Payment Date Agreement (2018-2) – Subordinated Warehouse]

SPECIAL PRINCIPAL PAYMENT DATE AGREEMENT (2018-2)
(Junior Subordinated Warehouse Supplemental Indenture)

Reference is made to:

(a) the Trust Indenture dated as of December 21, 2017 (the "**Trust Indenture**") between Computershare Trust Company of Canada in its capacity as trustee of Fair Hydro Trust and BNY Trust Company of Canada, as indenture trustee;

(b) the Warehouse Junior Subordinated Series 2017-1 Supplemental Indenture (the "**Junior Subordinated Warehouse Supplemental Indenture**") made as of December 21, 2017 between the undersigned signatories to this Special Principal Payment Date Agreement;

(c) an expected issuance on or about April 24, 2018 of Junior Subordinated Notes bearing the full designation "4.214% Junior Subordinated Notes due May 15, 2033, Series 2018-1" pursuant to a new Supplemental Indenture to be entered into (the "**Expected Term Issuance**").

Terms with initial capital letters in this Special Principal Payment Date Agreement have the meanings given to them in, or for the purposes of, the Senior Warehouse Supplemental Indenture and the Trust Indenture.

The undersigned hereby agree as follows:

1. Notwithstanding the terms of the Junior Subordinated Warehouse Supplemental Indenture, the date of issuance of the Junior Subordinated Notes pursuant to the Expected Term Issuance (the "**Special Principal Payment Date**") will be a Principal Payment Date and a Decrease Date as such terms are defined under, and for the purposes of, the Junior Subordinated Warehouse Supplemental Indenture.

2. Each of the Principal Payment Amount and the Decrease Amount for such Special Principal Payment Date shall be $78,431,000.

3. Proceeds of the Expected Term Issuance will be applied pursuant to the provisions of the Trust Indenture and the Junior Subordinated Warehouse Supplemental Indenture to the payment of the Principal Payment Amount.

4. For greater certainty, it is acknowledged that the Special Principal Payment Date will not be an Interest Payment Date under the Junior Subordinated Warehouse Supplemental Indenture and that accrued interest in respect of the principal amount of the Series 2017-1 Junior Subordinated Notes repaid on the Special Principal Payment Date will be paid on the next Payment Date.

5. Notwithstanding Section 3.4 of the Junior Subordinated Warehouse Supplemental Indenture, the Decrease Notice in respect of the Decrease occurring on the Special Principal Payment Date may be delivered no later than the second Business Day prior to the Special Principal Payment Date.

6. This Special Principal Payment Date Agreement applies only to the proceeds of the Expected Term Issuance and shall not be relied upon to complete any other repayment of principal of Series 2017-1 Junior Subordinated Notes. If the Special Principal Payment Date has not occurred by May 15, 2018 this Special Principal Payment Date Agreement shall cease to be of any force and effect.

7. Except as modified hereby, the provisions of the Junior Subordinated Warehouse Supplemental Indenture remain in full force and effect unamended.

8. Ontario Power Generation Inc. acknowledges and consents to the foregoing and directs the Indenture Trustee to enter into this Special Principal Payment Date Agreement.

[Signature Page Follows]

DATED this 20th day of April, 2018.

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee of FAIR HYDRO TRUST, as Issuer by ONTARIO POWER GENERATION INC., not in its individual capacity but solely as Manager

By: _____
Name: Ken Hartwick
Title: Chief Financial Officer and Senior Vice President

By: _____
Name: John Lee
Title: Vice President - Treasurer

[Signature page to Special Principal Payment Date Agreement (2018-2) – Junior Subordinated Warehouse]

BNY TRUST COMPANY OF CANADA, as Indenture Trustee

By:

Name: Ahmad Adam
Title: Vice-President

[Signature page to Special Principal Payment Date Agreement(2018-2) – Junior Subordinated Warehouse]

ONTARIO POWER GENERATION INC.

By: _____
Name: Ken Hartwick
Title: Chief Financial Officer and
Senior Vice President

By: _____
Name: John Lee
Title: Vice President – Treasurer

[Signature page to Special Principal Payment Date Agreement (2018-2) – Junior Subordinated Warehouse]

Technical Briefing – Financing Update For Ontario's Fair Hydro Plan

February 2017

D Ontario's Fair Hydro Plan – Context

- Ontario's Fair Hydro Plan (OFHP) was introduced to provide rate relief to residential consumers, farms, most small businesses, long-term care homes and condominiums.

- OFHP is comprised of a series of initiatives, including the refinancing of a portion of Global Adjustment (GA.

- Refinancing the GA, which pays for the bulk of the recent investments in the electricity system, provides rate relief by matching the cost of electricity investments with the expected useful life of the generation that has been built.

D Ontario's Fair Hydro Plan – Context (cont'd)

- Since the March 2, 2017 OFHP announcement, a number of key milestones have been reached in the implementation of OFHP, including:
  - May 1, 2017: Partial Global Adjustment (GA) refinancing incorporated into the OEB's Regulated Price Plan (RPP) report;
  - June 1, 2017: The Fair Hydro Act, 2017 (FHA) received Royal Assent;
  - June 15, 2017: Regulations to enable new and enhanced electricity social programs and shift associated program cost from the rate-base to tax-base came into effect; and
  - July 1, 2017: The full 25% reduction of electricity bill came into effect on July 1, 2017, including the 8% HST rebate.

- OPG has been working with the government, the Independent Electricity System Operator (IESO), the Ontario Energy Board (OEB) and legal, financial and energy sector third-party experts on the implementation of OFHP.

DRAFT

Role of Ontario Power Generation (OPG)

- The OHFP identified OPG as the Financial Services Manager (FSM) assigned to develop the financing plans and manage the Fair Hydro Trust, which manages the debt obligations associated with GA refinancing.

- OPG has extensive experience in the Ontario energy market, capital markets, regulation and fund management and will ensure that the refinancing will be done in the most efficient and cost-effective manner.

  - In addition to executing hundreds of millions in project financing over the past several years, OPG completed its first bond offering in the Canadian public market with $500 million unsecured 10-year bonds in October 2017.

  - OPG currently manages approximately $20 billion in nuclear funds through the Decommissioning Segregated Fund and the Used Fuel Segregated Fund, and $15 billion in pension funds.

  - OPG has developed solid investor relationships and has a large investor base in the structured finance space for financing Ontario’s Fair Hydro Plan (OFHP) initiative.

DRAFT

OPG's Fair Hydro Trust

- On November 22, 2017, OPG's Board of Directors approved OPG's plan for participation in OFHP and to act as the FSM.
    - The OPG's Fair Hydro Trust was established on Dec 20, 2017

- Rating agencies have assigned ratings of:
    - Senior Debt: xxx Moody's, yyy DBRS;
    - Subordinated Debt: xxx Moody's yyy DBRS; and [NTD: do we need to include for sub debt?]
    - Junior Subordinated Debt: xxx Moody's yyy DBRS [NTD: do we need to include for sub debt?].

DRAFT

OPG's Fair Hydro Trust – Financing to Date

- By mid-December, $1.2 billion in GA payments have been deferred under OFHP and held by IESO.
- OPG's Fair Hydro Trust purchased this asset in December 2017, and the purchase was financed as follows:
  - Borrowing by the Trust through a bank syndicate in December, which was refinanced in February by senior debt from capital markets [$610 million] (51%);
  - Equity injection by the Province [$530 million] (44%) invested as subordinated debt in the Trust; and
  - OPG subordinated debt in the Trust [$60 million] (5%) already raised through the initial borrowing.
- [NTD: Placeholder about success/level of interest in the offering]
- For comparison purposes, OPG's debt financing in October 2017 was priced at 3.32%

Debt Offering Summary

DRAFT

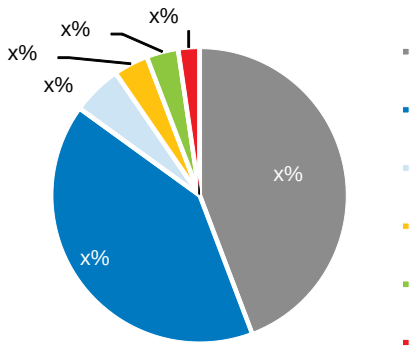
[NTD: Do we need this slide or is it just too c

TERMS SUMMARY

Issuer	Fair Hydro Trust .
Pricing Date	xx-Feb-18
Settlement Date	xx-Feb-18
Ratings (DBRS/Moodys)	xxx
Amount	$xxx million
Coupon	x.xx%
Coupon Dates	xxx and xxx
Maturity Date	x-xxx-xx
Spread vs. Benchmark	+xx bps (credit: +xx bps, curve: +xx bps)
GoC Curve	GoC x.xx% due xx, xxxx GoC x.xx% due xx, xxxx
GoC Benchmark	GoC x.xx% due xx, xxxx
Benchmark Price/ Yield	$xx.xx / x.xx%
Price	$xxxx
Yield	x.xxx%
Syndicate	xxxx

1. Co-Lead Agent & Bookrunner.

INVESTOR LOCATION



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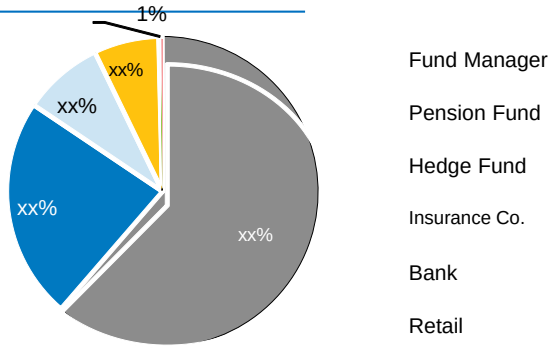
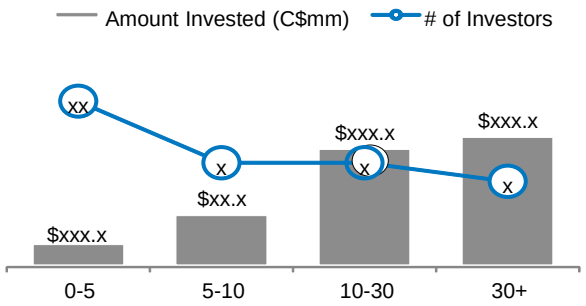


ALLOCATION HISTOGRAM(1)



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OPG's Fair Hydro Trust – Financing Moving Forward

- In subsequent months it is expected that OPG's Fair Hydro Trust will purchase subsequent assets from IESO (i.e., approximately $200 million per month) and raise any required financing
- A second round of borrowing will take place in [Q2 – 2018] to provide the long term financing for the Trust
- The Trust will continue to borrow funds through the debt markets a few times each year to purchase assets from the IESO

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Reporting Requirements

- Due to OPG's ownership and control over the key activities of the OPG's Fair Hydro Trust, OPG will consolidate the financial results of the Trust in accordance with US GAAP.
- OPG will report the financial results of the Trust's operations as part of its regular quarterly and annual reporting process
- The Trust's activities will be reported as a separate segment in OPG's overall results
- The Trust's financial results will also be reported directly to the Province as OPG's shareholder.

Questions?