

SCHEDULE 2 ELECTION NOTICE

May 16, 2018

Ontario Financing Authority (“OFA”)
1 Dundas Street West, Suite 1400
Toronto, Ontario
M7A 1Y7
Delivered Via Email: [REDACTED]

Attention: Cash Management

Dear Sirs:

I. ELECTION NOTICE

The undersigned, the Independent Electricity System Operator (“IESO”), refers to the Revolving Credit Facility Agreement between the IESO and the OFA dated November 21, 2017 (as amended, supplemented or restated from time to time, the “Agreement”, the terms defined therein being used herein as therein defined), and gives you notice pursuant to Section 3.3 of the Agreement that the IESO elects to continue for an additional term all or a portion of an Advance or a Continued Advance, as the case may be, and in connection with such election sets forth below the information relating to such election as required by Section 3.3(2) of the Agreement:

- (a) The date of the proposed election, being a Business Day (being the Current Repayment Date) is **May 18, 2018**.
- (b) The aggregate amount of the proposed Continued Advance is **\$852,203.09**, which is comprised of:
 - i. principal amount of Advance which is to be continued **\$852,203.09**; and
 - ii. accrued interest on Advance which will not be paid on or before the Current Repayment Date **\$0.00**;
- (c) The IESO will pay on the Current Repayment Date the following amount with respect to the Advance (if any): **\$0.00**;
- (d) The New Repayment Date, being a Business Day, applicable to such proposed Continued Advance is **June 20, 2018**. [Insert date not earlier than 5 days and not later than 95 days after the current Repayment Date for the Advance.]

IESO confirms it will also be paying interest in the amount of **\$993.69**.

Such election shall be confirmed by IESO by a telephone call to OFA Cash Management at [REDACTED]

II. BORROWING NOTICE [to be included if applicable]

The IESO gives you notice pursuant to Section 3.3(3) of the Agreement that the IESO requests a further Advance under the Agreement on the Current Repayment Date, with a Repayment Date of the New Repayment Date as specified above, and in connection with such request, sets forth below the information relating to such Advance (the "Proposed Advance"):

Amount of the Proposed Advance: **\$255,748,186.14**

The total aggregate amount of the proposed Continued Advance and Proposed Advance pursuant to this Notice is: **\$256,600,389.23**

Such request of the Proposed Advance shall be confirmed by the IESO by a telephone call to OFA Cash Management at 416-325-8108.

Use of Funds

The IESO hereby certifies that the funds comprising the Proposed Advance requested pursuant to this Notice, if any, will be used for the following purpose(s): **This transaction relates to the Fair Hydro Program.**

The IESO hereby certifies that:

The representations and warranties of the IESO contained in the Agreement are true and correct as at the date hereof.

No Event of Default has occurred or is continuing and no event or condition has occurred, which, with the lapse of time or the giving of notice or both would constitute an Event of Default.

The IESO has complied or is complying with all terms, covenants and conditions contained in the Agreement.

Any and all funds received under the Agreement are being used solely as authorized under the Agreement and are not being used for any other purpose.

Yours truly,

INDEPENDENT ELECTRICITY SYSTEM OPERATOR

Per: 

Peter Gregg
President & CEO