



KPMG LLP
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, ON M5H 2S5
Canada
Tel 416-777-8500
Fax 416-777-8818

Private & Confidential

Mr. Steen Hume
Assistant Deputy Minister, Ministry of Energy, Government of Ontario
Frost Building South
900 Bay Street, 4th Floor
Toronto, Ontario

April 19, 2018

KPMG LLP ("KPMG") understands that the Ministry of Energy (the "Recipient") has requested a copy of our letter to IESO dated February 12, 2018 regarding the application of PSAS to the consolidation of a trust and to the recognition and derecognition of a variance account in relation to the Ontario Fair Hydro Plan Act, 2017 (the "Document").

KPMG is prepared to consent to IESO providing the Recipient with a copy of the Document subject to their agreement to the terms of this letter agreement.

The Document was prepared solely in accordance with the specific terms of reference (the "Engagement Letter") agreed between ourselves and IESO for their exclusive use and for no other purpose.

The Document should not be regarded as suitable for use by any person or persons other than the addressee of the Document or for any purpose other than set out in the Engagement Letter. We accept no responsibility or liability for any reliance that the Recipient may place on the Document.

The Recipient should note that we have not sought to update the Document for events subsequent to February 12, 2018 and significant events may well have occurred since that date.

In consideration of IESO providing the Document to the Recipient, the Recipient hereby agrees to the following:

- a) No one at KPMG is authorized by KPMG to make any representations to the Recipient with respect to IESO. Nor may anyone at KPMG provide the Recipient with the Document on any basis which is inconsistent with or varies or adds to the terms of this letter;
- b) KPMG neither warrants nor represents that the Document is accurate, complete, sufficient or appropriate for any purpose contemplated by the Recipient;



- c) The Document is not provided pursuant to any agreement or other arrangement of a contractually binding nature between our firm and the Recipient;
- d) The Recipient do not acquire any rights against our firm or otherwise as a result of our agreement to disclose the Document to the Recipient;
- e) Our firm and personnel do not have any duties, responsibilities, liabilities or obligations to the Recipient relating to the Document; and
- f) The Recipient will not commence any action, suit or proceeding or make any demand, complaint or claim against us relating to the Document.

Further the Recipient agrees that the Document will be maintained by them in strict confidence and not disclosed to any other party, will be used by them only in connection with purpose described above, and that the Recipient will notify KPMG promptly of any request received by Recipient from any court, regulatory authority or other person or entity with respect to the Document.

This letter sets out the entire understanding of the parties in relation to the conditions upon which access to the Document is provided and replaces all prior understandings, if any, made by KPMG.

Please indicate your acceptance to the terms of this letter by signing and returning one copy of this letter to the undersigned.

Yours very truly

Michel Picard
Partner



Ministry of Energy
April 19, 2018

The Recipient hereby acknowledges that it understands and agrees to the conditions upon which the Document is provided.

Office of the Ministry of Energy, Government of Ontario

by: _____
Signature Date

Name: Mr. Steen Hume

Title: Assistant Deputy Minister, Ministry of Energy, Government of Ontario