
**FIRST AMENDING AGREEMENT TO THE AMENDED AND RESTATED BRUCE POWER
REFURBISHMENT IMPLEMENTATION AGREEMENT**

Between

BRUCE POWER L.P.

- and -

INDEPENDENT ELECTRICITY SYSTEM OPERATOR

DATED as of the 7th day of March, 2022

FIRST AMENDING AGREEMENT

This First Amending Agreement is dated as of the 5th day of March, 2022, between Bruce Power L.P., a limited partnership created under the laws of Ontario and as represented by its general partner, Bruce Power Inc., and the Independent Electricity System Operator, a corporation without share capital existing under the Electricity Act.

WHEREAS the Parties entered into the Amended and Restated Bruce Power Refurbishment Implementation Agreement dated as of the 3rd day of December, 2015 (the "**ARBPRIA**");

AND WHEREAS the Parties have agreed to amend the ARBPRIA as set forth herein.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the ARBPRIA. All references to a "Section" or "Exhibit" followed by a number mean and refer to the specific section or exhibit of the ARBPRIA.

ARTICLE 2 **AMENDMENTS**

2.1 Amendments to Section 1.1

- (a) The definition of "Base Operating Costs" is amended by deleting the reference to "Schedule B" in said definition and replacing it with "Schedule A".
- (b) The definition of "Sharing in Transfers and Refinancing Agreement" is amended by deleting the reference to "December [3]" in said definition and replacing it with "December 3".

2.2 Amendment to Section 2.16

Section 2.16(b) is hereby amended by deleting the reference to "Section 2.16(c)" in the third line of the last paragraph in said Section and replacing it with "Section 2.16(d)".

2.3 Amendments to Sections 3.6 and 4.14

- (a) Section 3.6(c) is hereby amended by deleting the reference to "April 1" in the third line of the first paragraph in said Section and replacing it with "the tenth (10th) Business Day in April".

- (b) Section 4.14(b) is hereby amended by deleting the references to “the tenth (10th) Business Day in March” in the first line of the first paragraph in said Section and replacing it with “the tenth (10th) Business Day in April”.
- (c) Section 4.14(b) is hereby further amended by deleting the reference to “the next following Adjustment Date” in the fourth (4th) and fifth (5th) lines of the first paragraph in said Section and replacing them with “the Adjustment Date for such Contract Year”.
- (d) Section 4.14(d) is hereby amended by adding the word “effective” after the words “shall be made” in the third (3rd) line thereof.
- (e) Section 4.14(e) is hereby amended by deleting the reference to “the last Business Day in April” in the seventh line of said Section and replacing it with “the tenth (10th) Business Day in May”.
- (f) Section 4.14(h) is hereby amended by inserting at the end of said Section the following: “For purposes of this Section 4.14(h), CPIAP and WREAP will be excluded from the definition of “Input”, it being agreed that Contract Price Adjustments relating to CPIAP and WREAP that are determined in accordance with the timelines in Section 3.6(c), 4.14(b) and 4.14(d) or 4.14(e), as applicable, shall be applied retroactively to the Subject Adjustment Date.”

2.4 Amendment to Section 4.2

Section 4.2(e) is hereby amended by deleting the reference to “Section 2.18” in the third line of said Section and replacing it with “Section 2.19”.

2.5 Amendment to Section 8.7

Section 8.7 is hereby amended by deleting the third sentence of said Section and replacing it with “The Parties agree that such Confidential Information, and the Confidential Information provided to the Counterparty in connection with Refurbishment Work and Asset Management Work up to and including February 1, 2022, is highly confidential commercial, financial, scientific, technical, and/or labour relations information, and/or contains trade secrets and is supplied in confidence by the Generator to the Counterparty on that basis and, for greater certainty, for the purposes of subsection 20(1) of the Electricity Act, the Counterparty hereby designates as confidential or highly confidential the Confidential Information of the Generator (i) provided to the Counterparty up to and including the date of this Agreement and (ii) provided to the Counterparty up to and including February 1, 2022 that relates to Refurbishment Work or Asset Management Work. The Counterparty acknowledges that the Generator has advised it that all Confidential Information to be provided to the Counterparty after the date of this Agreement is considered by the Generator to be confidential or highly confidential.

2.6 Amendment to Section 12.1

Section 12.1(a) is hereby amended by inserting, after the word “hereunder” in the second line thereof, the following: “or is delayed in performing its obligations (other than payment obligations) hereunder”.

2.7 **Amendment to Exhibit 4.6**

Exhibit 4.6 is amended by deleting the reference to “9.1(c)” in the eleventh line of the first paragraph in said Exhibit and replacing it with “9.1(e)”.

2.8 **Amendment to Exhibit 4.9**

Section 2(a) of Exhibit 4.9 is hereby amended by deleting it in its entirety and replacing it with the following:

“(a) Section 4.9(a) – **Adjustments to Reflect Shared Net Savings:** On the Adjustment Date immediately following the Final Completion of a Unit, the Contract Price shall be reduced to reflect the Shared Net Savings applicable to such Unit, if any, calculated as follows:

If the Contract Price Adjustment is for the First Unit:

Shared Net Savings = 50% of Net Variance,

where Net Variance = Unit Incremental Revenue + Unit Cost Savings – (Unit Lost Revenue + Unit Cost Overruns),

and if Shared Net Savings is less than zero, Shared Net Savings shall be deemed to be zero.

If the Contract Price Adjustment is for the Second Unit:

Shared Net Savings = 75% of Net Variance,

where Net Variance = Unit Incremental Revenue + Unit Cost Savings – (Unit Lost Revenue + Unit Cost Overruns),

and if Shared Net Savings is less than zero, Shared Net Savings shall be deemed to be zero.

If the Contract Price Adjustment is for any of the Third Unit, the Fourth Unit, the Fifth Unit or the Sixth Unit:

Shared Net Savings = 50% of Net Variance + 25% of Contingency Savings,

where Contingency Savings = Unit Cost Savings and shall be deemed to be equal to Contingency if Unit Cost Savings is greater than Contingency,

where Net Variance = Unit Incremental Revenue + Unit Cost Savings – (Unit Lost Revenue + Unit Cost Overruns),

and if Shared Net Savings is less than zero, Shared Net Savings shall be deemed to be zero.

The only Input for the applicable Unit that may change pursuant hereto and that will be reflected in the updated Financial Model is the Shared Net Savings. **[14a, 20a, 26a]** Such Input is referenced in Parts **[14], [20] and [26]** of the CAS Instructions and will be

input in the CAS and applied to the Financial Model in accordance with the steps and methodology set out in the CAS Instructions in order to calculate the Contract Price Adjustment.

2.9 Amendment to Exhibit 4.10

Schedule A to Exhibit 4.10 is amended by deleting the reference to "Planning Period N + 1 Planning Period N-1" in the second line of clause 3 (Minor Acceleration) and replacing it with "Planning Period N-1".

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations of Generator

The Generator repeats the representations and warranties in Section 7.1(a) to Section 7.1(f), inclusive, with effect on the date hereof and as if the word "Agreement" as used therein was replaced with the words "First Amending Agreement". The Generator acknowledges that the Counterparty is relying on such representations and warranties, as modified by the previous sentence, in entering into this First Amending Agreement.

3.2 Representations of Counterparty

The Counterparty repeats the representations and warranties in Section 7.2(a) to Section 7.2(f) (excluding the portion of 7.2(f) after the word "satisfied"), inclusive, with effect on the date hereof and as if the word "Agreement" as used therein was replaced with the words "First Amending Agreement". The Counterparty also represents as of the date hereof that the ARBPRIA, as amended by this First Amending Agreement, is a procurement contract for purposes of section 25.1(2) and 25.32 of the Electricity Act and is not a transaction, arrangement or agreement entered into by the Counterparty based on the IESO Market Rules. The Counterparty acknowledges that the Generator is relying on the foregoing representations and warranties, as modified by the first sentence of this Section 3.2, in entering into this First Amending Agreement.

ARTICLE 4 GENERAL

4.1 Counterparts

This First Amending Agreement may be executed in two or more counterparts, and all such counterparts shall together constitute one and the same agreement. It shall not be necessary in making proof of the contents of this First Amending Agreement to produce or account for more than one such counterpart. To evidence the fact that it has executed this First Amending Agreement, a Party may transmit an executed copy to the other Party by electronic mail, or may use an electronic signature system to execute this First Amending Agreement and transmit its signature. The transmitting Party shall be deemed to have delivered this First Amending Agreement on the date it so transmitted such executed copy or electronic signature, unless the Parties agree to some other date as the date of delivery. The signature of an individual executing this First Amending Agreement on behalf of a Party, if sent and received by electronic mail or applied and transmitted by an electronic signature system, will be deemed to be genuine in the

absence of evidence to the contrary and thus effective in the hands of the recipient, and binding upon the individual whose signature it reproduces and upon the Party on whose behalf that individual signed, for all purposes and with the same effect as if it were the original signature of that individual.

4.2 Incorporation by Reference

Sections 1.3, 1.4, 1.5, 1.12, 1.13, 1.14, 1.15, 18.15 and 18.16 of the ARBPRIA shall all be incorporated herein by reference mutatis mutandis and deemed to be a part hereof.

4.3 Entire Agreement

This First Amending Agreement, together with ARBPRIA and the Sharing in Transfers and Refinancings Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this First Amending Agreement. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with the subject matter of this First Amending Agreement except as specifically set forth or referred to in this First Amending Agreement. In connection with the execution and delivery of this First Amending Agreement, no reliance is placed on any warranty, representation, opinion, advice or assertion of fact made, prior to the date hereof, by either Party to this First Amending Agreement, or its directors, officers, employees or agents, to the other Party to this First Amending Agreement or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a written term of this First Amending Agreement.

4.4 Assignment

No Party hereto may assign this First Amending Agreement or its rights, interests or obligations hereunder except in accordance with the provisions of Section 18.7 of the ARBPRIA. Any Party that assigns the ARBPRIA or any of its rights, interests or obligations thereunder shall assign this First Amending Agreement or its rights, interests or obligations to the same person and to the same extent and effect.

4.5 Public Announcements

The Parties will co-operate in good faith in the preparation of the public communications and press releases concerning this First Amending Agreement or the terms hereof, provided that the Parties acknowledge and agree that this First Amending Agreement does not contain Confidential Information and may be disclosed by either Party without the consent of the other Party.

4.6 Confirmation

The ARBPRIA as amended hereby, is hereby ratified and confirmed in all respects, and is binding upon the Parties and their respective successors and permitted assigns. Except as amended hereunder or inconsistent with the terms hereof, the ARBPRIA shall continue in full force and effect.

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

BRUCE POWER L.P., by its general partner, BRUCE POWER INC.

INDEPENDENT ELECTRICITY SYSTEM OPERATOR

By _____
Name:
Title:

By _____
Name:
Title:

By _____
Name:
Title: