

## APPENDIX C-2

### ASSIGNMENT OF POWER PURCHASE AGREEMENT

This Assignment (“**Assignment**”) is made as of the •.

BY:                   Keeyask Hydropower Limited Partnership  
                          (the “**Limited Partnership**”)

IN FAVOUR OF: THE MANITOBA HYDRO-ELECTRIC BOARD,  
                          (“**Hydro**”)

WHEREAS pursuant to the Project Financing Agreement entered into between the **Limited Partnership** and **Hydro** dated as of • as such agreement may be amended, supplemented, restated, extended, renewed, or superseded from time to time (the "**Project Financing Agreement**"), **Hydro** agreed to provide the **Credit Facilities** to the **Limited Partnership**;

AND WHEREAS in order to secure the payment and performance of the **Obligations**, the **Limited Partnership** has agreed to enter into this **Assignment**;

AND WHEREAS, as a condition of **Hydro** entering into the **Project Financing Agreement** and making **Advances** thereunder **Hydro** requires the **Limited Partnership** to provide this **Assignment**;

NOW THEREFORE in consideration of **Hydro** entering into the **Project Financing Agreement** and making **Advances** thereunder and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the **Limited Partnership**), the **Limited Partnership** covenants and agrees as follows:

1. In this **Assignment** (including in the recitals hereto), unless something in the subject matter or context is inconsistent therewith, all capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed thereto in the **Project Financing Agreement**.
2. The **Limited Partnership** does hereby assign and set over unto **Hydro** as security for the payment and performance of the **Obligations**, all amounts hereafter to become due and payable under the **PPA**, together with the benefit of all covenants, agreements and provisoes contained in the **PPA** with full power and authority, subject to Section 8 hereof, to demand, collect, sue for, recover, receive and give receipts for the said amounts and to enforce payment thereof in the name of the **Limited Partnership**, its successors and assigns.

3. Nothing herein contained shall be deemed to have the effect of making **Hydro** responsible for the collection of amounts to become due and payable under the **PPA**, or for the performance of any covenants, terms and conditions by the **Limited Partnership** contained or to be contained in the **PPA**.
4. **Hydro** shall be liable to account for only such amounts as it shall actually receive by virtue of this **Assignment**. Such amounts when so received by **Hydro** shall be applied on account of the monies from time to time due under the **Project Financing Agreement** (and any renewals or extensions thereof) and any of the other **Loan Documents** (and any renewals or extensions thereof) in the manner and in the order therein provided for the application of payments received.
5. The said amounts to become due and payable under the **PPA** and other benefits hereby assigned to **Hydro** are being taken as collateral security only for the due payment and performance of the **Obligations**, either wholly or in part, and none of the rights or remedies of **Hydro** under the **Project Financing Agreement** or under any of the other **Loan Documents** shall be delayed or in any way prejudiced by these presents.
6. Notwithstanding any variation of the terms of the **Project Financing Agreement** or any agreement or arrangement with the **Limited Partnership** or any extension of time for payment or any release of part or parts of the **Collateral**, the amounts hereafter to become due and payable under the **PPA** hereunder and other benefits hereby assigned shall continue as collateral security until the whole of the **Obligations** shall be fully paid and satisfied.
7. The **Limited Partnership** covenants and agrees from time to time and at all times hereafter, at the request of **Hydro**, acting reasonably, to execute and deliver at the expense of the **Limited Partnership** such further assurances to assign to **Hydro** all amounts hereafter to become payable hereunder, as **Hydro** shall reasonably require.
8. Provided that no **Event of Default** has occurred and is continuing, the **Limited Partnership** shall be entitled to receive all amounts payable to it under the **PPA**, free from any claim by **Hydro**, and shall not be liable to account therefor to **Hydro**, but immediately upon an **Event of Default**, **Hydro** upon written notice to the **Limited Partnership** shall be entitled to all such monies falling due under the **PPA** subsequent to the date of service of such notice, for so long as such **Event of Default** continues unremedied.
9. Notwithstanding this **Assignment**, the **Limited Partnership** shall be solely responsible for performing and complying with all the covenants and other obligations on its part under the terms of the **PPA** and shall perform all such covenants and obligations contained in the **PPA** so that the rights and remedies of **Hydro** shall not be in any way delayed or prejudiced.

10. **Hydro** may waive any **Event of Default** and shall not be bound to serve any notice as hereinbefore set forth upon the happening of any **Event of Default**, but any such waiver shall not extend to any subsequent **Event of Default**.
11. This **Assignment** shall enure to the benefit of and be binding upon the parties hereto and their respective successors.
12. This **Assignment** shall be governed by and construed in accordance with the laws in force in the Province of Manitoba and the laws of Canada applicable therein.
13. This **Assignment** has been entered into pursuant to the provisions of the **Project Financing Agreement** and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this **Assignment** and the provisions of the **Project Financing Agreement**, the rights and obligations of the parties will be governed by the provisions of the **Project Financing Agreement** and this **Assignment** shall be deemed to be amended accordingly. Notwithstanding the foregoing, in the event that this **Assignment** contains remedies that are in addition to the remedies set forth in the **Project Financing Agreement**, the existence of such additional remedies in this **Assignment** shall not constitute a conflict or inconsistency with the provisions of the **Project Financing Agreement**.
14. The preamble and recitals hereto form an integral part hereof.

IN WITNESS WHEREOF the **Limited Partnership** has executed this **Assignment** as of the date first above written.

**Keyask Hydropower Limited Partnership, by its  
General Partner •**

Per: \_\_\_\_\_

Accepted and Acknowledged by:

**The Manitoba Hydro-Electric Board**

Per: \_\_\_\_\_

Per: \_\_\_\_\_