

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated as of September 9th, 2019 (the "**September 9, 2019**"), sets forth certain nonbinding understandings and binding agreements between **ONTARIO POWER GENERATION INC. ("OPG")** and **CORPORATION OF THE TOWN OF COBOURG ("the Town of Cobourg")** relating to potential use of the lands legally described in Schedule "A" of this MOU (the "**Premises**") for the purposes of installing, owning, operating and maintaining Level 2 electric vehicle chargers and related equipment (the "**Project**"). OPG and the Town of Cobourg are sometimes referred to individually as a "**Party**" and collectively as "**Parties**".

1. MOU Subject to Definitive Agreement.

This MOU is for discussion purpose only, and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 4, which shall be binding on the parties in accordance with its terms.

2. Negotiation of Definitive Agreement for Use of Premises.

During the period commencing on the Effective date and continuing for a period of 60 days (the "**Interim Period**"), OPG will have an exclusive option to license a portion of the Premises for the purposes of the Project. During the Interim Period or until the earlier termination of this MOU in respect of the Premises, the Parties agree to negotiate in good faith a definitive agreement that would govern the terms and conditions of the Project including a license of such Premises from Town of Cobourg to OPG ("**Definitive Agreement**"). Binding obligations with respect to the Project shall only arise upon the execution of the Definitive Agreement by both Parties.

3. Key Understandings of the Definitive Agreement

The Definitive Agreement shall set out the Parties respective roles and responsibilities with respect to the Project and the Parties agree that the Definitive Agreement shall include the following terms and conditions. These do not reflect all of the material terms of the Project but provide a basis for negotiating the Definitive Agreement:

- (a) **Term.** The Town of Cobourg shall provide OPG with a license to install and operate electric vehicle infrastructure for a period of ten (10) years, with an option to renew for additional terms.
- (b) **Exclusivity.** Town of Cobourg will grant OPG exclusive use of the Premises for the purposes of designing, installing, owning, and operating the Project. This right shall also include the ability to display logos and signage at the Premises, subject to the Town of Cobourg's consent, of any signage at the premises if applicable, and all applicable laws;
- (c) **Permits.** Town of Cobourg will cooperate with OPG to obtain any required permits and approvals in connection with the Project; and
- (d) **Maintenance.** The Town of Cobourg will provide cleaning services at the Premises.
- (e) **Cost.** The Town of Cobourg will be responsible for paying all electricity costs associated with the operation of the electric vehicle Level 2 chargers; and
- (f) **Fees.** The Town of Cobourg will pay OPG an annual services fee in connection with the provision of the Project.

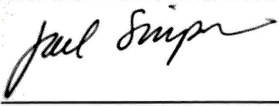
4. Binding Agreements.

This Section 4 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the expenses that the Parties will incur in pursuing the Project and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

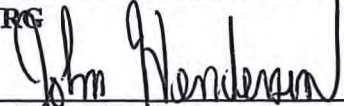
- a) Good Faith Negotiation. The Parties shall negotiate in good faith and use their reasonable efforts to bring about the execution and delivery of the Definitive Agreement at the earliest practicable time. The execution of a binding agreement between the Parties is subject to any required internal approvals.
- b) Termination. The Town of Cobourg and OPG shall each have the right at any time, upon written notice to the other party, to terminate this MOU in respect of one or more of the Premises.
- c) Exclusivity. The Town of Cobourg agrees that from the Effective Date until the expiration of the Interim Period or earlier termination of this MOU in respect of the Premises, the Town of Cobourg will not enter into any agreement, license, or lease which permits any party other than OPG to install and operate a project similar to the Project at the Premises.
- d) Confidentiality. All information, both written and oral, obtained by the Town of Cobourg in connection with the Project is subject to that certain Confidentiality Agreement, dated as of September 9, 2019 between the Parties.
- e) Governing Law. This MOU shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.
- f) Entire Agreement. This MOU constitutes the entire agreement between the Parties hereto with respect to the subject matter of this MOU. The Parties acknowledge that there is no representation, warranty, and agreement or understanding between them, whether express or implied, which has induced any of the Parties hereto to enter into this MOU except as expressly stated herein.

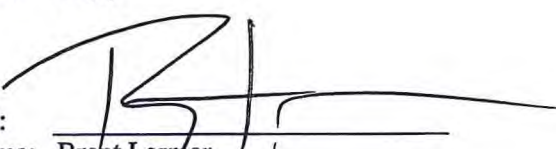
IN WITNESS WHEREOF the Parties have executed this MOU as of the Effective Date

ONTARIO POWER GENERATION INC.

Per: 
Name: Jack Simpson
Title: Director, Business Development

CORPORATION OF THE TOWN OF COBOURG

Per: 
Name: John Henderson
Title: Mayor

Per: 
Name: Brent Larnier
Title: Municipal Clerk

I/We have authority to bind the corporation.

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Schedule "A"
Premises

- 1. Victoria Hall – 55 King Street West, Cobourg**
- 2. Division Street Lot – 55 Queen Street, East**
- 3. Cobourg Community Centre - 750 D'Arcy St, Cobourg**