

## **ADDENDUM No. 2**

**dated August 18, 2005 to the  
Renewable Energy Supply II Contract (RES II Contract)  
associated with the Ministry of Energy's  
Request for Proposals for up to 1,000 MW of Renewable Energy Supply from Renewable  
Generating Facilities with a Contract Capacity of Between 20.0 MW and 200.0 MW Inclusive  
(the "Renewables II RFP") referenced as RFP No. SSB-071540**

In accordance with Sections 4.2(b) and (c) of the Renewables II RFP, this Addendum No. 2 contains amendments to the RES II Contract posted on the Renewables II RFP section of the RFP website on June 17, 2005, as amended, which will be reflected and incorporated into the RES II Contract to be executed by the Buyer and Selected Proponents.

1. Replace Section 16.5(d) with the following:

- "(d) The Buyer shall have the right to assign this Agreement and all benefits and obligations hereunder without the consent of the Supplier to an assignee which shall assume the obligations of the Buyer under this Agreement and be novated into this Agreement in the place and stead of the Buyer, provided that:
- (i) the assignee agrees with the Supplier in writing to assume and be bound by the terms and conditions of this Agreement; and
  - (ii) the assignee, upon the assignment of this RES II Contract and any simultaneous assignment of: (a) any RES Contracts, (b) any other RES II Contracts, and/or (c) any RES III Contracts (being renewable energy supply contracts entered into pursuant to the Ministry's request for proposals no. OSS-072116), will have a Credit Rating, as evidenced by a written confirmation issued by the applicable credit rating agency or agencies, that, when adjusted for any Negative Outlook in accordance with Section 6.4(b)(ii), is no lower than any of the respective credit ratings contained in the last row of the table set out in Section 6.4(b)(i),

whereupon the Buyer shall be relieved of all obligations and liabilities arising pursuant to this Agreement; notwithstanding the foregoing, the Buyer shall remain liable to the Supplier for any obligations and liabilities of the assignee arising from any Buyer Event of Default, provided that any notice required to be given under Sections 10.3 and 10.4(a) is given on the same day to the assignee and to the Buyer. Upon such assignment and assumption, the representation set forth in Section 7.2(a) shall apply to the assignee with all necessary amendments to reflect the form and the manner in which the assignee was established, and all of the representations set forth in Section 7.2 shall be deemed to be made by the assignee to the Supplier at the time of such assignment and assumption."