



**EXCESS ENERGY PURCHASE AGREEMENT ASSIGNMENT AND NOVATION AGREEMENT**

**BETWEEN:**

.....  
Name(s) of original party  
(hereinafter called the “Assignor”),

-and-

.....  
Name(s) of new party  
(hereinafter called the “Assignee”),

- and -

**Manitoba Hydro.**

**WHEREAS** the Assignor and Manitoba Hydro are the parties to an Excess Energy Purchase Agreement attached hereto as **Schedule “A”** (hereinafter called the “**Assignable Agreement**”);

**AND WHEREAS** the Assignor has agreed to assign to the Assignee, all of the Assignor’s right, title, and interest in and to the Assignable Agreement;

**AND WHEREAS** Manitoba Hydro is prepared to recognize and accept the Assignee as a party to the Assignable Agreement in the place of the Assignor;

**NOW THEREFORE** in consideration of the sum of ten dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. The effective date of this Assignment and Novation Agreement shall be the date on which it is signed by Manitoba Hydro (hereinafter called the “**Effective Date**”).
2. The Assignor hereby assigns, transfers and conveys unto the Assignee, as of the Effective Date, all of the Assignor’s right, title and interest in and to the Assignable Agreement (the “**Assigned Interest**”), to hold the same unto the Assignee for its sole use and benefit absolutely, subject to the terms and conditions of the Assignable Agreement.
3. The Assignee hereby accepts the Assigned Interest and covenants and agrees with the Assignor and Manitoba Hydro that it shall, at all times, from and after the Effective Date, be bound by, observe and perform all the terms and provisions to be observed and performed by the Assignor under the Assignable Agreement to the same extent as if the Assignee had been originally named as a party thereto in the place and stead of the Assignor.

4. Manitoba Hydro hereby consents to the assignment and transfer and accepts the Assignee as a party to the Assignable Agreement and hereby covenants and agrees that the Assignee shall be entitled, as of the Effective Date, to hold and enforce all the rights, benefits and privileges under the Assignable Agreement assigned and transferred hereby and the Assignable Agreement shall continue in full force and effect with the Assignee substituted as a party thereto in the place of the Assignor.
5. Manitoba Hydro hereby wholly releases and discharges the Assignor from the observance and performance of the covenants and agreements as if the Assignable Agreement had been wholly terminated in relation thereto by the mutual agreement of all parties as of the Effective Date; provided that nothing herein shall be construed as a release of the Assignor from any obligation or liability under the Assignable Agreement, which obligation or liability had accrued prior to the Effective Date.
6. The Assignor and Manitoba Hydro covenant and agree with the Assignee that they shall and will, from time to time and at all times hereafter, at the request of the Assignee, execute such further assurances and do all such further acts as may be reasonably required for the purpose of vesting in the Assignee the Assigned Interest.
7. The addresses of the Assignee for all notices to be served pursuant to the Assignable Agreement shall be:

Attention (Contact Name): .....

Address: .....

Email: .....

8. This Assignment and Novation agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
9. This Assignment and Novation Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein.
10. This Assignment and Novation Agreement may be executed in counterparts and will be deemed to be fully executed and accepted upon all parties having signed this Assignment and Novation Agreement in counterparts.

**IN WITNESS WHEREOF** the parties have executed and delivered this Assignment and Novation Agreement as of the Effective Date.

**THE ASSIGNOR**

.....  
Assignor's Signature

Date: .....

.....  
Assignor's Name (Print)

.....  
Assignor's Signature

Date: .....

.....  
Assignor's Name (Print)

**THE ASSIGNEE**

.....  
Assignee's Signature

Date: .....

.....  
Assignee's Name (Print)

.....  
Assignee's Signature

Date: .....

.....  
Assignee's Name (Print)

**MANITOBA HYDRO**

.....  
Name:  
Title:

Effective Date: .....

*I have authority to bind the corporation.*

**SCHEDULE “A”**

Attached to and forming part of this Assignment and Novation Agreement between

..... (“Assignor”),

..... (“Assignee”),

and Manitoba Hydro.

*\*Assignor to attach the Excess Energy Purchase Agreement, and all amendments thereto, if any, between the Assignor and Manitoba Hydro.*