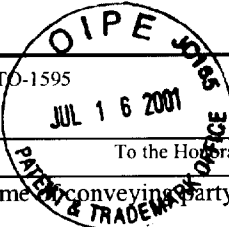


07-23-2001



To the Honorable Commissioner c



original documents or copy thereof.

1. Name of conveying party(ies):

ONTARIO HYDRO

101785701

of receiving party(ies):

...ARIO POWER GENERATION INC.

Additional names(s) of conveying party(ies) attached? Yes No

Internal Address:

Street Address: 700 UNIVERSITY AVENUE

City: TORONTO State: ON, CANADA Zip: M5G 1X6

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: MARCH 31, 1999

Handwritten: 1100 7-16-01

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

4,685,021

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MARY MANOCCHIO

Internal Address: BLAKE, CASSELS & GRAYDON

Street Address: BOX 25, COMMERCE COURT WEST
199 BAY STREET, 28th FLOOR

City: TORONTO State: ON, CANADA ZIP: M5L 1A9

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

07/20/2001 BYRNE 00000154 4685021
01 FC-581 40.00 OP

DO NOT USE THIS SPACE

9. Statement of signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Mary Manocchio
Name of Person Signing

Mary Manocchio
Signature

July 13, 2001
Date

Total number of pages including cover sheet, attachments, and documents

Handwritten: 85

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231



ONTARIO ELECTRICITY FINANCIAL CORPORATION

CERTIFICATE

TO: CANADIAN INTELLECTUAL PROPERTY OFFICE

AND TO: UNITED STATES PATENT AND TRADEMARK OFFICE

RE: **Transfer of Intellectual Property Assets from Ontario Hydro to Ontario Power Generation Inc.**

The undersigned, a duly authorized officer of Ontario Electricity Financial Corporation (the "Corporation"), being the statutory successor to Ontario Hydro pursuant to subsection 54(1) of the *Electricity Act, 1998* (Ontario) (the "Act") and Ontario regulation No. 115/99 made under the Act, hereby certifies for and on behalf of the Corporation and without personal liability that:

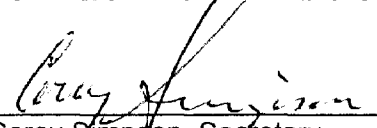
1. Attached hereto is a true copy of a portion of Order in Council 647/99 made under the Act on March 31, 1999, by the Lieutenant Governor of the Province of Ontario with the advice and concurrence of the Executive Council (the "Order"), including a portion of Schedule "A" to the Order consisting of a certain Transfer Order made pursuant to section 116 of the Act effective April 1, 1999 whereby certain officers, employees, assets, liabilities, rights and obligations of Ontario Hydro were transferred to Ontario Power Generation Inc. (the "OPGI Transfer Order").

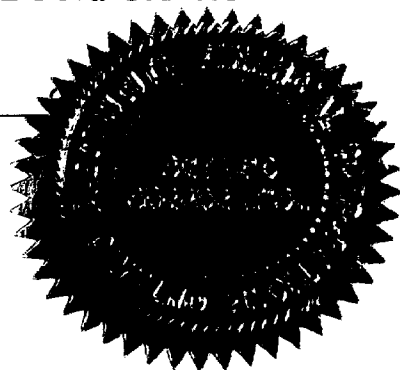
2. The OPGI Transfer Order includes certain intellectual property assets of Ontario Hydro as described and set out in:

- (a) Exhibit A4 to the OPGI Transfer Order entitled Assets – Intellectual Property, a true copy of which is attached hereto; and
- (b) a listing of patent registrations and applications (PATENTS – PATENT APPLICATIONS) and trade marks (OPGI TRADE MARKS (REGISTERED – UNREGISTERED)) included in a Schedule to Exhibit A4 to the OPGI Transfer Order and contained in Binder 155 of 163 relating to Ontario Power Generation Inc. (PART IV – OPGI – Corporate Assets BINDER 6 OF 8) which Binder is on file in the Executive Council Office for the Province of Ontario. A true copy of such listing is attached hereto.

DATED at Toronto, Ontario, the *11th* day of *August*, 2000.

ONTARIO ELECTRICITY FINANCIAL CORPORATION

Per: 
Corey Simpson, Secretary





Ontario

Executive Council
Conseil des ministres

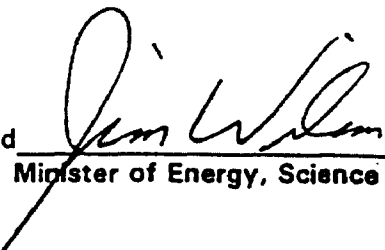
Order in Council
Décret

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

Sur la recommandation du soussigné, le lieutenant-gouverneur, sur l'avis et avec le consentement du Conseil des ministres, décrète ce qui suit :

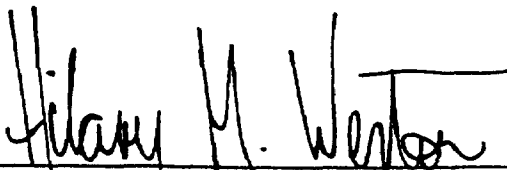
Pursuant to section 116 of the *Electricity Act, 1998*, S.O. 1998, c.15, Schedule A, the Transfer Orders attached hereto transferring certain officers, employees, assets, liabilities, rights and obligations to the transferees set out below are made.

- Ontario Hydro Services Company Inc.
- Ontario Hydro Networks Company Inc.
- Ontario Hydro Energy Company Inc.
- Ontario Hydro Remote Communities Service Company Inc.
- Ontario Hydro International Inc.
- Ontario Power Generation Inc.
- OPG-Darlington Inc.
- OPG-Darlington Waste Inc.
- OPG-Pickering Inc.
- OPG-Pickering Waste Inc.
- OPG-Bruce A Inc.
- OPG-Bruce B Inc.
- OPG-Bruce Waste Inc.
- OPG-Bruce Common Facilities Inc.
- OPG-Atikokan Inc.
- OPG-Thunder Bay Inc.
- OPG-Lambton Inc.
- OPG-Nanticoke Inc.

Recommended 
Minister of Energy, Science & Technology

Concurred 
Chair of Cabinet

Approved & Ordered MAR 31 1999
Date


Lieutenant Governor

OPG-Lakeview Inc.
OPG-Lennox Inc.
OPG-Northwest Plant Group Inc.
OPG-Mississagi River Inc.
OPG-Mattagami River System Inc.
OPG-Abitibi River Inc.
OPG-Montreal River Inc.
OPG-St. Lawrence River Inc.
OPG-Ottawa River Inc.
OPG-Madawaska River Inc.
OPG-Niagara Plant Group Inc.
OPG-Small Hydro Inc.
OPG-700 University Inc.
Ontario Energy Board
Independent Electricity Market Operator
Electrical Safety Authority
Ontario Electricity Pension Services Corporation

ELECTRICITY ACT, 1998
TRANSFER ORDER – TRANSFER OF CERTAIN OF THE OFFICERS, EMPLOYEES,
ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO HYDRO TO
ONTARIO POWER GENERATION INC.

1. Preliminary

- 1.1 The Lieutenant Governor in Council, by Ontario Regulation 648/98 made under the *Electricity Act, 1998*, has designated Ontario Power Generation Inc. as the Ontario Electricity Generation Corporation for the purposes of the *Electricity Act, 1998* (the "Act").
- 1.2 The Lieutenant Governor in Council in the exercise of the powers conferred by the Act hereby makes this Transfer Order by which certain of the officers, employees, assets, liabilities, rights and obligations of Ontario Hydro are transferred in the manner specified in this Transfer Order to Ontario Power Generation Inc. (the "Transferee").
- 1.3 This Transfer Order is made under Part X of the Act.
- 1.4 This Transfer Order takes effect on April 1, 1999.
- 1.5 The following Exhibits are incorporated herein by reference and such Exhibits and any Schedules to such Exhibits form an integral part of this Transfer Order:

Exhibit A1	-	Assets – Real Property
Exhibit A2	-	Assets – Major Personal Property
Exhibit A3	-	Assets – Minor Personal Property
Exhibit A4	-	Assets – Intellectual Property
Exhibit A5	-	Assets – Licences and Permits
Exhibit A6	-	Other Assets
Exhibit B	-	Contracts
Exhibit C	-	Litigation
Exhibit D	-	Liabilities
Exhibit E	-	Officers and Employees
Exhibit F	-	Books and Records
Exhibit G	-	Financial Corporation Retained Assets and Liabilities
Exhibit H	-	Required Agreements
Exhibit I	-	List of Transfer Orders
Exhibit J	-	Conflict Resolution Procedure

2. Definitions

2.1 In this Transfer Order (including any Exhibits to this Transfer Order and any Schedules to any Exhibit to this Transfer Order) terms which are used herein and are defined in the Act, or in any regulations made pursuant to the Act on or before the Transfer Date, shall have the same meaning given to such terms in the Act and in such regulations and, in addition:

"Business" means the activities carried on by Ontario Hydro as a generator as at the Transfer Date relating to owning, operating or maintaining generation facilities wherever situate (other than those generation facilities that are located in a Remote Community and form part of the Excluded Officers, Employees, Assets, Liabilities, Rights and Obligations) and all such other activities as are incidental or ancillary to carrying on such activities, including the sale of electricity produced by such generation facilities.

"Employee Transfer Date" means January 1, 1999 in respect of the employees of Ontario Hydro and the rights, liabilities and obligations related to such employees of Ontario Hydro transferred by this Transfer Order.

"Excluded Officers, Employees, Assets, Liabilities, Rights and Obligations" means the following officers, employees, assets, liabilities, rights and obligations of Ontario Hydro:

- (a) all officers, employees, assets, liabilities, rights and obligations of Ontario Hydro transferred or to be transferred from Ontario Hydro or its successors by the Transfers regardless of the time of effect of any Transfer or this Transfer Order and regardless of the order of effect of any Transfer relative to any other Transfer or to this Transfer Order;
- (b) the Financial Corporation Retained Assets and Liabilities; and
- (c) the Excluded Intellectual Property Assets as defined in Exhibit A4 to this Transfer Order.

"Financial Corporation Retained Assets and Liabilities" means all right, title and interest of Ontario Hydro as at the Transfer Date in and to those assets, liabilities, rights and obligations of Ontario Hydro specified in Exhibit G to this Transfer Order.

"including" means "including without limitation", and **"includes"** means "includes without limitation".

"Related to the Business" means directly or indirectly used in or in conjunction with, arising from, acquired or incurred in the conduct, performance or carrying on of, or otherwise supporting or relating in any manner to, the Business.

"Remote Community" has the meaning ascribed to such term in Ontario Regulation 647/98 made under the *Ontario Energy Board Act, 1998*.

"Reserve" has the meaning ascribed to that term in the *Indian Act* (Canada).

"successors" when used in this Transfer Order in reference to Ontario Hydro means, for the purposes of this Transfer Order, any successor corporation to Ontario Hydro by operation of law.

"Transfers" means those transfer orders described in Exhibit I to this Transfer Order (other than this Transfer Order which is included in such Exhibit for convenience of reference only and does not form part of such Exhibit) and **"Transfer"** means any one of such Transfers.

"Transfer Date" means April 1, 1999 in respect of the transfer of all assets, rights, liabilities and obligations of Ontario Hydro transferred by this Transfer Order other than the employees of Ontario Hydro and the rights, liabilities and obligations related to such employees of Ontario Hydro transferred by this Transfer Order.

3. Transfer of Officers, Employees, Assets, Liabilities, Rights and Obligations of Ontario Hydro to the Transferee

3.1 Subject to the provisions of section 3.2 and Exhibit A4 to this Transfer Order and Exhibit A2 to the Transfer to Ontario Hydro Services Company Inc., this Transfer Order hereby transfers to and vests in the Transferee on the Transfer Date and the Employee Transfer Date as applicable, all rights, title, interest, liabilities and obligations of Ontario Hydro in, to and in respect of: (a) all officers, employees, assets, rights, liabilities and obligations of Ontario Hydro as at the Transfer Date that are Related to the Business; and (b) all other officers, employees, assets, liabilities, rights and obligations of Ontario Hydro as at the Transfer Date, if any, that are not transferred by a Transfer or this Transfer Order (other than the Financial Corporation Retained Assets and Liabilities and other than those assets, rights, liabilities and obligations that are not transferred on the Transfer Date pursuant to the "Transfer Not Effective" sections of this Transfer Order and the Transfers); including all such rights, title, interest and obligations of Ontario Hydro in, to and in respect of the following:

- (i) those assets of Ontario Hydro described in Exhibits A1, A2, A3, A4, A5 and A6 to this Transfer Order;
- (ii) those contracts of Ontario Hydro specified in Exhibit B to this Transfer Order;

- (iii) that litigation of Ontario Hydro specified in Exhibit C to this Transfer Order;
- (iv) those liabilities of Ontario Hydro specified in Exhibit D to this Transfer Order;
- (v) the officers and employees, including former employees, of Ontario Hydro specified in Exhibit E to this Transfer Order; and
- (vi) those books and records or copies of books and records and other information of Ontario Hydro specified in Exhibit F to this Transfer Order.

3.2 The Excluded Officers, Employees, Assets, Liabilities, Rights and Obligations are excluded from the transfer pursuant to this Transfer Order and are not transferred to nor acquired or assumed nor required to be performed by the Transferee hereunder. Nothing in this section 3.2 shall derogate from the liabilities and obligations jointly and severally assumed by the Transferee pursuant to section 3.3(a)(ii) of this Transfer Order.

- 3.3 (a) The Transferee hereby acquires all rights, title and interest of Ontario Hydro in and to all officers, employees, assets and rights transferred to the Transferee by section 3.1 of this Transfer Order and hereby assumes and is obligated to perform (i) all liabilities and obligations of Ontario Hydro transferred to the Transferee by section 3.1 of this Transfer Order, and (ii) all liabilities and obligations Related to the Business and arising out of or relating to any asset, right, liabilities or obligations of Ontario Hydro transferred by a Transfer to a subsidiary of the Transferee for which such liabilities and obligations the Transferee and such subsidiary of the Transferee are hereby jointly and severally liable, including such liabilities or obligations arising out of or related to any licence, permit, approval or order related to such rights and assets transferred to such subsidiary of the Transferee.
- (b) Nothing in this Transfer Order amends, adds to, deletes from or otherwise modifies any liabilities or obligations that are assumed by the Transferee by this Transfer Order (except for the assumption by the Transferee of joint and several liability under section 3.3(a)). For greater certainty, despite the assumption by the Transferee of joint and several liability under section 3.3(a), the Transferee shall be entitled to the benefit of (i) subsequent contractual or other agreements that are otherwise legally enforceable which the Transferee or its subsidiary may enter into with the other persons legally entitled to the benefit of such liabilities and obligations and (ii) any laws applicable to such liabilities and obligations.
- (c) The Transferee and any subsidiary of the Transferee shall be equally subject to and entitled to the benefit of the terms and conditions of any

licence, permit, approval or order that relates to the ownership or operation of any assets or rights transferred by a Transfer to such subsidiary of the Transferee.

- (d) The transfer of any liability or obligation by this Transfer Order releases Ontario Hydro and its successors from the liability or obligation.
- (e) The transfer of the officers, employees, assets, rights, liabilities and obligations to the Transferee by this Transfer Order includes all rights, remedies, obligations and liabilities of Ontario Hydro under the *Freedom of Information and Protection Act*, R.S.O. 1990 c. F31, as amended, (the "FOI Act"), as if the Transferee were subject to such liabilities and obligations of Ontario Hydro under the FOI Act, solely with respect to any request for access to a record or records or parts thereof made under the FOI Act (a "Request"), including all rights, remedies, obligations and liabilities of Ontario Hydro respecting any notices, appeals, judicial review applications, and other steps or proceedings relating to such a Request (collectively "Proceedings"), provided:
 - (i) the Request was received by Ontario Hydro prior to the Transfer Date;
 - (ii) the Request is Related to the Business or is related to the Business of a subsidiary of the Transferee (as defined in the Transfers to such subsidiaries) or to the officers, employees, assets (including any books and records), liabilities, rights or obligations transferred to the Transferee pursuant to this Transfer Order or to a subsidiary of the Transferee pursuant to a Transfer; and
 - (iii) the Request or any of the Proceedings have not been concluded prior to the Transfer Date or any appeal period applicable thereto has not expired prior to the Transfer Date.

With respect to such Requests and Proceedings, the Transferee shall have all the rights (including the rights under the FOI Act relating to granting or refusing requests for access to records or parts thereof), powers and duties of an "institution" (as that term is defined in the FOI Act) and the Chair of the Board of Directors of the transferee shall have the same rights, powers and duties as a "head" (as that term is defined in the FOI Act), as if the FOI Act applied to the Transferee, however, for greater certainty, the Transferee is not an agency, board, commission, corporation or other body designated as an institution in the regulations made under the FOI Act. Terms defined in this section 3.3(e) have the meanings ascribed thereto for the purposes of this section only.

- (f) The Transferee is obligated to perform all obligations and comply with all terms and conditions of all approvals, exemption orders or declaration orders made under the *Environmental Assessment Act* or the regulations made pursuant thereto existing at the Transfer Date and relating to any asset or right transferred to the Transferee by this Transfer Order or transferred to a subsidiary of the Transferee by a Transfer and such obligations are binding on the Transferee notwithstanding the status of such assets or rights of the Transferee or such subsidiary of the Transferee under the *Environmental Assessment Act* or the regulations made pursuant thereto.

4. Listed or Described Officers, Employees, Assets, Liabilities, Rights and Obligations

- 4.1 Officers, employees, assets, liabilities, rights or obligations of Ontario Hydro that are specifically listed or specifically described in a schedule to an Exhibit to this Transfer Order (other than in a schedule to Exhibit G) are transferred by this Transfer Order despite any other provision of this Transfer Order or any provision in the Transfers but subject to sections 4.2(a) and 8.1 of this Transfer Order.
- 4.2 (a) If any conflict arises between this Transfer Order and a Transfer as to the officers, employees, assets, liabilities, rights or obligations of Ontario Hydro transferred by this Transfer Order, such conflict shall be determined in accordance with the conflict resolution procedure set out in Exhibit J to this Transfer Order.
- (b) If any assets, liabilities, rights or obligations of Ontario Hydro that relate to two or more Businesses (as each Business is defined in the Transfers and this Transfer Order) are transferred to the Transferee pursuant to section 3.1(b) of this Transfer Order and the Transferee, Ontario Hydro Services Company Inc. and the parties as provided in section 6.1 of this Transfer Order have not entered into a written agreement pursuant to section 6.1 of this Transfer Order in respect of the allocation of title to and liability for such assets, liabilities, rights or obligations, then such allocation shall be determined in accordance with the conflict resolution procedure set out in Exhibit J to this Transfer Order.
- (c) Save as may otherwise be determined pursuant to the terms of the above-mentioned agreement pursuant to section 6.1 of this Transfer Order or pursuant to the conflict resolution procedure set out in Exhibit J to this Transfer Order, Ontario Hydro Services Company Inc. shall indemnify the Transferee to the extent that such assets, rights, liabilities and obligations that relate to two or more Businesses so transferred to the Transferee pursuant to section 3.1(b) of this Transfer Order are determined to relate to the Business of Ontario Hydro Services Company Inc. or any Business of a subsidiary of Ontario Hydro Services Company Inc. but not to the extent

they relate to any other Business (as such Businesses are defined in the Transfers and in this Transfer Order).

5. Payments by Transferee

- 5.1 The Transferee shall pay to Ontario Hydro or its successors, without right of set-off, counterclaim or abatement whatsoever (except as may be mutually agreed in writing between Ontario Hydro or its successors and the Transferee), such amount as shall be determined by the Minister of Finance or a person designated by the Minister of Finance. The payment shall be made by the issuance of securities by the Transferee; the terms and conditions of such issuance and such securities shall be specified by the Minister of Finance or a person designated by the Minister of Finance.

6. Agreements

- 6.1 The Transferee and Ontario Hydro or its successors shall on the dates, if any, specified in Exhibit H to this Transfer Order enter into the agreements to which it is to be a party specified in such Exhibit with the parties noted in such Exhibit on such terms as the Transferee and Ontario Hydro and its successors and such parties shall agree, which agreements shall take effect on the dates specified, if any, and shall be valid and binding upon the Transferee and Ontario Hydro and its successors and the other parties thereto and enforceable against them in accordance with their terms.
- 6.2 The Transferee shall, in good faith and as expeditiously as possible, upon the request of any person lawfully entitled to register or deposit a document in Form 4 – Document General under the *Land Registration Reform Act* or a document attached to a document in Form 4 against the title to land or an interest in land transferred to the Transferee by this Transfer Order, become a party to such Form 4 as evidenced by its execution thereof, solely for the purpose of the Transferee making or giving effect to such statement or statements made pursuant to section 124 of the *Electricity Act, 1998* as are necessary in order to enable such person to register or deposit such document in Form 4 or a document attached to a document in Form 4 against the title to such land or interest in land.

7. Timing and Sequence of Events

- 7.1 Despite any provision in this Transfer Order (other than the provisions of section 8.1) or in any other Transfer, the transfer to and the vesting in the Transferee of all rights, title, interest and obligations of Ontario Hydro in, to and in respect of the assets, rights, liabilities and obligations of Ontario Hydro transferred by this Transfer Order are hereby determined to be completed (i) immediately subsequent to the transfer to and vesting in any subsidiary of the Transferee of all the rights,

title, interest, liabilities and obligations of Ontario Hydro in, to and in respect of any officers, employees, assets, liabilities, rights and obligations of Ontario Hydro transferred to such subsidiary of the Transferee by a Transfer and (ii) at a point in time immediately prior to the coming into force of section 54 of the Act.

8. Transfer Not Effective

8.1 If,

- (a) despite the provisions of the Act, this Transfer Order cannot or otherwise fails for any reason to fully and effectively in law transfer to the Transferee any asset, right, liability or obligation of Ontario Hydro purported to be transferred to the Transferee by this Transfer Order, or
- (b) despite the provisions of the Act, the transfer of any asset, right, liability or obligation of Ontario Hydro by this Transfer Order would constitute a breach of the terms of such asset, right, liability or obligation or would constitute a breach of any law, decree, order or regulation of any governmental authority having jurisdiction,

then such assets, rights, liabilities or obligations (including such rights, liabilities or obligations in, to or related to a Reserve and any fixtures of Ontario Hydro situated on such Reserve) shall not be transferred by this Transfer Order on the Transfer Date and shall, to the extent permitted in law, be held in trust by Ontario Hydro or its successors for the benefit of the Transferee, in accordance with the terms of this Transfer Order and upon such further terms as shall be agreed upon by Ontario Hydro or its successors and the Transferee in a written agreement that shall be entered into by such parties pursuant to section 6.1 of this Transfer Order, until such time as they may be fully and effectively transferred in law, and until such transfer would not constitute a breach of the terms of such asset, right, liability or obligation and would not constitute a breach of such law, decree, order or regulation of such governmental authority having jurisdiction, whereupon such assets, rights, liabilities or obligations (including any fixtures of Ontario Hydro situated on a Reserve in respect of which such Reserve the appropriate consent to transfer has been obtained or in respect of which Reserve a new right has been obtained by the Transferee) shall automatically be transferred to and vest in the Transferee by this Transfer Order. Ontario Hydro and its successors shall, as soon as they may effectively do so in accordance with the terms of this section 8.1, convey, assign and transfer such assets, rights, liabilities or obligations to the Transferee (including all liabilities and obligations related to such assets and rights) to the extent it may be necessary in order to fully and effectively complete in law the transfer of such assets, rights, liabilities or obligations and the Transferee shall assume and agree in writing to be bound by the liabilities and obligations so transferred.

9. Obligations of the Transferee and Ontario Hydro

- 9.1 (a) The Transferee shall, in accordance with the terms of this Transfer Order and such further terms as shall be agreed upon by Ontario Hydro or its successors and the Transferee in a written agreement that shall be entered into by such parties pursuant to section 6.1 of this Transfer Order, perform at its own expense and on its own account all obligations related to or arising under, out of or in connection with any assets, rights, liabilities or obligations of Ontario Hydro purported to be transferred or purported to be released by this Transfer Order but which, despite the provisions of the Act, this Transfer Order does not or cannot or otherwise fails for any reason to fully and effectively transfer to the Transferee or from which it does not or cannot or otherwise fails for any reason to fully and effectively release Ontario Hydro, and the Transferee shall indemnify and save fully harmless Ontario Hydro and its successors for and in respect of all costs, losses, damages, obligations, liabilities, actions and causes of action suffered or incurred by Ontario Hydro or its successors (i) arising out of or related in any way to such assets, rights, liabilities and obligations or the failure to perform or comply with the terms and conditions thereof or (ii) arising out of or related to the trusts created by this Transfer Order.
- (b) The Transferee shall diligently complete all reasonable measures that Ontario Hydro or its successors may require in order to obtain, as expeditiously as possible, all necessary rights, consents and releases in order that any assets or rights or any liabilities or obligations purported to be transferred by this Transfer Order but which this Transfer Order, despite the provisions of the Act, does not or cannot or otherwise fails for any reason to fully and effectively transfer to the Transferee may be fully and effectively transferred to the Transferee in accordance with the terms of section 8.1 or in order that new rights may be granted to or in favour of the Transferee, and in order that Ontario Hydro and its successors are fully and effectively in law released from such liabilities and obligations. It shall be a condition precedent to the automatic transfer and vesting provided for in section 8.1 that Ontario Hydro or its successors be satisfied with the terms and conditions of such rights and consents as evidenced in writing.
- (c) In order that the full value of the assets and rights that may be held by Ontario Hydro or its successors for the benefit of the Transferee pursuant to section 8.1 of this Transfer Order may be realized for the benefit of the Transferee, Ontario Hydro and its successors shall, in accordance with the terms of this Transfer Order and such further terms as shall be agreed upon by Ontario Hydro or its successors and the Transferee in a written agreement that shall be entered into by such parties pursuant to section 6.1 of this Transfer Order, at the reasonable request and at the expense and on the account of the Transferee, in the name of Ontario Hydro or its

successors if necessary in law, take such reasonable action and do or cause to be done such things as are, in the reasonable opinion of the Transferee and Ontario Hydro and its successors, necessary and proper in order that the rights or title of Ontario Hydro as at the Transfer Date in and to such assets and rights is preserved and enures to the benefit of the Transferee and, in order that any money due and payable and to become due and payable to the Transferee in and under or pursuant to such assets and rights is received by the Transferee, Ontario Hydro and its successors shall, subject to any right of set off, counterclaim or abatement of Ontario Hydro or its successors as against the Transferee or any subsidiary corporation of the Transferee, pay to the Transferee all such money as may be received by or paid to Ontario Hydro or its successors and is properly payable to the Transferee in respect of such assets and rights. Nothing in this section 9.1(c) derogates from the obligations of the Transferee pursuant to this Transfer Order or any agreement pursuant to this Transfer Order.

- (d) The Transferee shall not assign, convey, sell, lease, mortgage, charge or otherwise transfer or purport to assign, convey, sell, lease, mortgage, charge or otherwise transfer to any person any right, title or interest in and to any of the assets, rights, liabilities or obligations which, despite the provisions of the Act, this Transfer Order does not or cannot or otherwise fails for any reason to fully and effectively transfer to the Transferee or from which it does not or cannot or otherwise fails to fully and effectively release Ontario Hydro and its successors, without the prior written consent of Ontario Hydro or its successors and unless such person agrees in writing with Ontario Hydro or its successors to be bound by the trust, indemnity and further assurance provisions of this Transfer Order, and the agreements related thereto between Ontario Hydro and its successors and the Transferee, as set out in sections 8.1, 9.1 and 10.1 of this Transfer Order.

10. Further Assurances

- 10.1 Each of Ontario Hydro and its successors and the Transferee shall from time to time and at all times after the effective date of this Transfer Order make, do and execute or cause and procure to be made, done and executed, in accordance with the terms of this Transfer Order and such further terms as shall be agreed upon by Ontario Hydro or its successors and the Transferee in a written agreement that shall be entered into by such parties pursuant to section 6.1 of this Transfer Order, all such further acts, deeds or assurances as may be necessary in order to lawfully complete the transfer to and assumption by the Transferee of the officers, employees, assets, rights, liabilities and obligations of Ontario Hydro by or pursuant to this Transfer Order, including for the purpose of effecting necessary registrations.

11. Successors and Assigns

11.1 The rights and obligations of Ontario Hydro and its successors and the Transferee as set out in sections 8.1, 9.1 and 10.1 of this Transfer Order and in the agreements between Ontario Hydro and its successors and the Transferee pursuant thereto, shall extend to, be binding upon and enure to the benefit of Ontario Hydro and its successors and assigns and the Transferee and its successors and assigns, including the successors in right, title and interest of the Transferee to the assets, rights, liabilities and obligations transferred to the Transferee by this Transfer Order.

EXHIBIT A1

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

ASSETS - REAL PROPERTY

All real property (whether held by freehold, leasehold, licence or other interest) Related to the Business, wherever situated and whether currently being used, held or maintained by Ontario Hydro, including all easements, rights-of-way, licences of occupation and other matters appurtenant to such real property and all buildings, improvements, fixtures, roadways, structures, fixed machinery, fixed equipment and appurtenances situated on, in, under, over or otherwise forming part of such real property, and including the real property described or referred to:

- (a) in any legal descriptions of land and in any surveys identified in a schedule to this Exhibit A1 Assets – Real Property filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999 (a “Schedule to this Exhibit A1”); and
- (b) in the list of instruments contained or the real property otherwise referred to in a Schedule to this Exhibit A1,

(including the appurtenant rights referred to in the foregoing).

EXHIBIT A2

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

ASSETS – MAJOR PERSONAL PROPERTY

1. All tangible personal property (whether held by ownership, lease, licence or other interest) Related to the Business, wherever situated and whether currently being used, held or maintained by Ontario Hydro, including all machinery, equipment, furniture, motor vehicles and other chattels Related to the Business (including those in possession of third parties) and including, the tangible personal property described or referred to in any lists or descriptions of "Major Personal Property" set out in a schedule to this Exhibit A2 – Major Personal Property filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999 (a "Schedule to this Exhibit A2") other than those items specifically listed or described in a schedule to Exhibit A3 – Minor Personal Property to this Transfer Order.

2. To the extent that any buildings and structures, water treatment plants, power systems and other items listed in a Schedule to this Exhibit A2 constitute in law fixtures to real property, they shall not form part of this Exhibit or Schedule to this Exhibit A2 but shall form part of the real property transferred to the applicable subsidiary of the Transferee by the Transfer transferring such real property to such subsidiary of the Transferee.

EXHIBIT A3

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

ASSETS -MINOR PERSONAL PROPERTY

1. All tangible personal property (whether held by ownership, lease, licence or other interest) Related to the Business, wherever situated and whether currently being used, held or maintained by Ontario Hydro, including all machinery, equipment, furniture, motor vehicles and other chattels Related to the Business (including those in possession of third parties) and including the tangible personal property described or referred to in any lists or descriptions of "Minor Personal Property" set out in a schedule to this Exhibit A3-Minor Personal Property filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999 (a "Schedule to this Exhibit A3") other than those items specifically listed or described in any schedule to Exhibit A2 - Major Personal Property to this Transfer Order.
2. To the extent that any buildings and structures, water treatment plants, power systems and other items listed in a Schedule to this Exhibit A3 constitute in law fixtures to real property, they shall not form part of this Exhibit or Schedule to this Exhibit A3 but shall form part of the real property transferred to the applicable subsidiary of the Transferee by the Transfer transferring such real property to such subsidiary of the Transferee.

EXHIBIT A4***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.*****ASSETS - INTELLECTUAL PROPERTY**

All Intellectual Property Assets, except for the Excluded Officers, Employees, Assets, Liabilities, Rights and Obligations (as such exclusions are defined in paragraph 2 to this Transfer Order). This Exhibit A4 and Exhibit A2 to the Transfer to Ontario Hydro Services Company Inc. override anything set out in any other Exhibit to this Transfer Order, including Exhibit F, and override any other Transfers, insofar as such Exhibits and Transfers purport to transfer Intellectual Property Assets, other than in respect of those intellectual property and technical information assets and rights specifically listed on (i) a Schedule to Exhibit A3 – Intellectual Property to the Transfer to Electrical Safety Authority, (ii) a Schedule to Exhibit A4 – Intellectual Property to the Transfer to IMO and (iii) a Schedule to Exhibit A – Intellectual Property to the Transfer to the Board, which intellectual property and technical information assets and rights are transferred by those Transfers and are not subject to the override provisions of this Exhibit A4.

For the purposes of this Exhibit, “Intellectual Property Assets” includes:

(1) all Intellectual Property Rights and Technical Information of Ontario Hydro Related to the Business (including the Technical Information identified generally in Schedule A4, Item 2 to this Transfer Order, the listed Trade-Marks in Schedule A4, Item 1 of this Transfer Order, and all Intellectual Property Rights and Technical Information related to the Activities of OHT) and whether or not such Intellectual Property Rights and Technical Information are also related to the business of any other entity (including Ontario Hydro Services Company Inc.); and

(2) all issued patents and pending patent applications of Ontario Hydro including without limitation those listed in Schedule A4, Item 1 to this Transfer Order and all Intellectual Property Rights (except Trade-marks) and Technical Information of Ontario Hydro related to such issued patents and pending patent applications, whether or not Related to the Business;

and all rights to damages and profits by reason of the infringement or misappropriation of any of the Intellectual Property Assets.

“Intellectual Property Rights” means all Patents, Trade-Marks, Copyrights, Industrial Designs and other intellectual property rights in any jurisdiction throughout the world.

"Patents" means all inventions, patents, applications for patent, rights to apply for patents, and patents which may be issued from current applications (including without limitation divisions, reissues, renewals, re-examinations, continuations, continuations-in-part and extensions).

"Trade-Marks" means all trade-marks, trade-mark registrations, rights to apply for trade-mark registrations, trade names, corporate names, brand names, slogans, designs, graphics, logos and other commercial symbols, whether used with wares or services, including without limitation the goodwill attaching to such Trade-marks.

"Copyrights" means all works, copyrights, copyright registrations, copyright applications, all rights to apply for copyright registrations (including without limitation all renewals and revisions thereof), moral rights and the benefit of any waivers of moral rights.

"Industrial Designs" means all designs, industrial design registrations, design rights, rights to apply for industrial design registration and design right registration, and corresponding rights worldwide (including without limitation renewals).

"Technical Information" means all know-how and technical knowledge, including without limitation: all trade secrets and other proprietary know-how, confidential information, public information, non-proprietary know-how and invention disclosures; any information or data of a scientific, technical or business nature regardless of its source or form; methods of production, procedures, specifications, formulas, designs, all documented research, developmental, demonstration or engineering work; all information, descriptions and related instructions that can be or is used to define a design or process or procure, produce, support or operate material and equipment; and all other lab journals, notebooks, drawings, blue prints, research and development reports, patterns, plans, flow charts, equipment, parts lists, manuals, records and similar materials.

For the purposes of section 2.1 of this Transfer Order "Excluded Intellectual Property Assets" means:

- (i) all Technical Information listed in Schedule A2, Item 2 of the Transfer to Ontario Hydro Services Company Inc. which is neither listed in Schedule A4, Item 2 of this Transfer Order, related to issued patents or pending patent applications, nor related to the Activities of OHT;
- (ii) all Trade-Marks that are not listed in Schedule A4, Item 1 to this Transfer Order and are Related to the Business of Ontario Hydro Services Company Inc. (as Related to the Business is defined in the Transfer to Ontario Hydro Services Company Inc.);
- (iii) all Trade-Marks listed in Schedule A2, Item 1 to the Transfer to Ontario Hydro Services Company Inc.; and
- (iv) all rights in official marks of Ontario Hydro pursuant to Section 9 of the *Trade-Marks Act*.

"Activities of OHT" means all activities carried on by the Ontario Hydro Technologies division of Ontario Hydro ("OHT"), including without limitation research, development, consulting, reporting, licensing, including at the Kipling Research Centre, and including without limitation all such activities carried on by OHT for the benefit of related or unrelated entities, including without limitation the Business of Ontario Power Generation Inc. (as Business is defined in paragraph 2 of this Transfer Order) and the Business of Ontario Hydro Services Company Inc. (as Business is defined in paragraph 2 of the Transfer Order to Ontario Hydro Services Company Inc.) as such Businesses were carried on by Ontario Hydro prior to the Transfer Dates (as defined in this Transfer Order and in the Transfer to Ontario Hydro Services Company Inc. respectively).

EXHIBIT A5

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

ASSETS - LICENCES AND PERMITS

All permits, licences, certificates, approvals, authorizations, or other indicia of authority issued by a federal, provincial, municipal or state authority under any law Related to the Business and all rights, interests and obligations derived therefrom or relating thereto (the "permits"), including such permits issued under the *Environmental Protection Act, Ontario Water Resources Act, Energy Act, Elevating Devices Act, Gasoline Handling Act, Boilers and Pressure Vessels Act, Operating Engineers Act, Public Lands Act, Fisheries Act, Navigable Waters Protection Act, and Radiocommunications Act* and including such permits issued under any law as such permits are described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT A6

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

OTHER ASSETS

ACCOUNTS RECEIVABLE

All accounts receivable Related to the Business including: bank accounts, insurance claims, accrued rights to bill for goods and services rendered, accrued interest, and any deposits, security or collateral for such accounts receivable, including the accounts receivable and other assets described or referred to in a Schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999 (a "Schedule to this Exhibit A6").

SECURITIES OF SUBSIDIARIES

All of the issued and outstanding shares in the capital of, and all of the bonds, debentures, notes or other evidences of indebtedness of, the corporations described or referred to in a Schedule to this Exhibit A6.

CASH AND INVESTMENTS

All cash and cash equivalents, including money market securities, Related to the Business, including: such amounts or such securities held by Ontario Hydro and such amounts and such securities held on deposit to the account of Ontario Hydro, including the cash and cash equivalents described or referred to in a Schedule to this Exhibit A6.

GOODWILL

All goodwill Related to the Business, including the goodwill described or referred to in a Schedule to this Exhibit A6.

EXHIBIT B

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

CONTRACTS

All contracts of Ontario Hydro Related to the Business, including all agreements, equipment and other personal property leases and arrangements, whether executory or otherwise, ("Contracts") including all Contracts to or by which Ontario Hydro or any of the assets Related to the Business or the Business is bound or affected, and including the Contracts described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT C

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

LITIGATION

1. All Litigation Related to the Business, including all Litigation described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.
2. For the purposes of this Exhibit "Litigation" means all of the rights, liabilities and obligations of Ontario Hydro which relate to, arise out of or are at issue in any action or proceeding Related to the Business which has been commenced at or before the transfer of such rights, liabilities and obligations by this Transfer Order. For the purposes of the foregoing "proceeding" means any process, hearing, investigation, inquest, claim or application of any nature whatsoever, whether made to or conducted by or before a court, tribunal, board, commission, administrative authority, arbitrator, or any other person or body, including pursuant to an agreement to which Ontario Hydro is a party.

EXHIBIT D

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

LIABILITIES

All liabilities and obligations Related to the Business including: all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise and all liabilities and obligations of Ontario Hydro that are Related to the Business which have accrued at the time the transfer in this Transfer Order takes effect or which accrue after the time the transfer in this Transfer Order takes effect but which in any way relate to actions, conduct, circumstances or occurrences which took place prior to the time the transfer in this Transfer Order takes effect and including the liabilities and obligations described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

Nothing in this Exhibit transfers liabilities or obligations relating to litigation or employees that are transferred by a Transfer.

EXHIBIT E

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

OFFICERS AND EMPLOYEES

All officers and employees Related to the Business, including the employees described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT F

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

BOOKS AND RECORDS

All information, books and records or copies of books and records, recorded on any medium, Related to the Business (the "Books and Records") including all Books and Records that are in the custody or control of Ontario Hydro or any other person and including the Books and Records described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT G

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

FINANCIAL CORPORATION RETAINED ASSETS AND LIABILITIES

All those assets, rights, liabilities and obligations of Ontario Hydro specifically listed or specifically described on a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT H

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

REQUIRED AGREEMENTS

Those agreements to be entered into pursuant to this Transfer Order and such other agreements as may be necessary in order to further the transfer completed by this transfer order and to more fully define the commercial relationships established by or arising out of the transfer effected by or pursuant to this Transfer Order or any other Transfer, which agreements are listed on the schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT I

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

LIST OF TRANSFER ORDERS

All those transfer orders made under Part X of the Act transferring certain of the officers, employees, assets, liabilities, rights and obligations of Ontario Hydro to:

1. Ontario Hydro Services Company Inc.
2. Ontario Hydro Networks Company Inc.
3. Ontario Hydro Energy Company Inc.
4. Ontario Hydro Remote Communities Service Company Inc.
5. Ontario Hydro International Inc.
6. Ontario Power Generation Inc.
7. OPG-Darlington Inc.
8. OPG-Darlington Waste Inc.
9. OPG-Pickering Inc.
10. OPG-Pickering Waste Inc.
11. OPG-Bruce A Inc.
12. OPG-Bruce B Inc.
13. OPG-Bruce Waste Inc.
14. OPG-Bruce Common Facilities Inc.
15. OPG-Atikokan Inc.
16. OPG-Thunder Bay Inc.
17. OPG-Lambton Inc.
18. OPG-Nanticoke Inc.
19. OPG-Lakeview Inc.

- OPG-Lennox Inc.
21. OPG-Northwest Plant Group Inc.
 22. OPG-Mississagi River Inc.
 23. OPG-Mattagami River System Inc.
 24. OPG-Abitibi River Inc.
 25. OPG-Montreal River Inc.
 26. OPG-St. Lawrence River Inc.
 27. OPG-Ottawa River Inc.
 28. OPG-Madawaska River Inc.
 29. OPG-Niagara Plant Group Inc.
 30. OPG-Small Hydro Inc.
 31. OPG-700 University Inc.
 32. Ontario Energy Board.
 33. IMO.
 34. Electrical Safety Authority.
 35. Ontario Electricity Pension Services Corporation.

EXHIBIT J

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

CONFLICT RESOLUTION PROCEDURE

Any conflict as to the officers, employees, assets, liabilities, rights or obligations of Ontario Hydro transferred by this Transfer Order, shall be determined in accordance with the conflict resolution procedure set out in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

PATENTS - PATENT APPLICATIONS

17	Method and Apparatus for Propeller Runner Inspection	Canada	2,175,006
18	A Gas Chromatographic Method for Separating Hydrogen Isotopes	United States	861,336
19	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Europe	87302742.9
21	Acoustic Fish Behavioural Control Device	Canada	524,718
22	Acoustic Fish Behavioural Control Device	United States	848,752
26	Acoustic Fish Behavioural Control Device	New Zealand	219595
29	Amorphous Semiconductor Nuclear Batteries	Canada	2120295
31	Amorphous Semiconductor Nuclear Batteries	United States CIP	08/282,294
32	Amorphous Semiconductor Nuclear Batteries	Europe	94302439.8
33	Amorphous Semiconductor Nuclear Batteries	Japan	82786/1994
34	Apparatus and Method for Continuous Processing of Granular Materials Using Microwaves	Canada	2,159,569
35	Apparatus and Method for Continuous Processing of Granular Materials Using Microwaves	United States	08/536,711
36	Arrow Board	Canada	542,907
37	Automated Intelligent Monitoring System	Canada	2,125,095
38	Automated Intelligent Monitoring System	United States	08/076,851
39	Automated Intelligent Monitoring System (AIMS)	Japan	133053/1994
43	Automated Intelligent Monitoring System (AIMS)	Norway	941999
49	Hydroacoustic Sonar Equipment and Method	Canada	602,788
50	Hydroacoustic Sonar Equipment and Method	United States	360,200
63	Radioluminescent Semiconductor Light Source	United States	08/419,472
64	Bulge Indicating Method and Device	Canada	567,932
67	Diode Trace Gas Analyzer (Diotrace)	United States	08/166055
68	Electric Field Strength Indicator	Canada	425,934
69	Electric Field Strength Indicator	United States	467,267
71	Electrical Contact Avoidance Device (ECAD)	United States	07/826,058
72	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	United States	225,675
74	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	United States	254478
75	Electromagnetic Method & Apparatus for Positioning Objects (EM&A)	U.K.	254478
76	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	Argentina	308,225
77	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	Korea	87-7969
78	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	Romania	129143
79	Energy Absorber For Horizontal Lifelines in Fall Arrest Systems	Japan	184629/1987
80	Energy Absorber for Horizontal Lifelines in Fall Arrest Systems	Canada	2,039,004
81	Fault Anticipation Apparatus for High Voltage Electrical Equipment	United States	07/644,383
		Canada	396,569

PATENT

REEL: 011987 FRAME: 0472

PATENTS - PATENT APPLICATIONS

82	Fault Anticipation Apparatus for High Voltage Electrical Equipment	United States	245,656
83	Fault Anticipation Apparatus for High Voltage Electrical Equipment	Japan	45477/82
84	Fault Anticipation Apparatus for High Voltage Electrical Equipment	Europe	82301201.8
85	Fault Current Diverter	Canada	521,726
86	Fault Current Diverter	United States	841,452
87	Fault Current Diverter	United Kingdom	8628134
88	Fault Current Diverter	United Kingdom	8724734
89	Gas Chromatography Based Enrichment Process	Canada	2,110,343
90	Gas Chromatography Based Enrichment Process	United States	07990054
91	Gas Chromatography Based Enrichment Process	Japan	312968/1993
92	Gas Chromatography Based Enrichment Process	Europe	93310043.0
93	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Canada	530,553
94	A Gas Chromatographic Method for Separating Hydrogen Isotopes	United States	861,336
95	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Europe	87302742.
96	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Europe	91120674.
97	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Japan	096356/87
98	Ground Voltage Suppression	Canada	431,908
100	Heat Pump	Canada	2,059,815-
102	Heat Pump	United States	07664,88:
103	Heat Pump	Europe	92300804
104	Heat Pump	Japan	67898/92
106	High Voltage Insulators	United States	354,717
109	Method and Apparatus for Turbine Blade Rehabilitation	United States	08/239,06
110	Integrated Protection and Control System	Canada	search on
111	Integrated Protection and Control System	United States	search on
113	Integration of Telemetry and Sonar Technologies	United States	08/179,949
115	Monitor for Measuring the Radioactivity of a Surface	United States	08/452,250
118	Ladder Climber's Safety Device	Canada	436,144
119	Ladder Climber's Safety Device	United States	444,047
120	Lineman's Pole Strap Assembly	Canada	2,069,288
121	Lineman's Pole Strap Assembly	United States	07/840,139
123	Lineman's Safety Strap Assembly	Canada	527,131
124	Lineman's Safety Strap Assembly	United States	025,592
125	Lineman's Safety Strap	Canada	426,977
126	Lineman's Safety Strap	United States	601,067
127	Liquid Askarel Destruction Process	Canada	2,062,054
130	Live-Line Separable Insulated Connector Tool	Canada	485,684

PATENTS - PATENT APPLICATIONS

191037

132	Loadbreak Bushing and Snuffer/Contact Assembly Therefor	Canada	436,950
133	Loadbreak Bushing and Snuffer/Contact Assembly Therefor	United States	559,095
134	Low-Loss and Low-Torque ACSR Conductors	Canada	515,700
135	Low-Loss and Low-Torque ACSR Conductors	United States	848,758
137	Low Temperature Preparative Gas Chromatography Apparatus	Canada	552,483
138	Low Temperature Preparative Gas Chromatography Apparatus	United States	123,370
139	Low Temperature Preparative Gas Chromatography Apparatus	Europe	88307833.9
141	Metal Clad Container for Radioactive Material Storage	Canada	2014065-8
142	Metal Clad Container for Radioactive Material Storage	United States	07/482,916
144	Method and Apparatus for Measuring Electric Motor Efficiency and Loading	United States	07/685,666
148	Method and Apparatus for Processing Ceramics	Japan	4-70318
153	Method for Isotope Replenishment in an Exchange Liquid Used in a Laser Induced Isotope Enrichment Process	Canada	447,854
154	Method for Isotope Replenishment in an Exchange Liquid Used in a Laser Induced Isotope Enrichment Process	United States	547,475
155	Method for Isotope Replenishment in an Exchange Liquid Used in a Laser Induced Isotope Enrichment Process	France	84-11785
156	Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines	Canada	2086641-1
157	Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines	United States	07/824,392
158	Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines	Europe	93300513.4
159	Multiple Turbine Hydraulic Generator	Canada	search only
160	Multiple Turbine Hydraulic Generator	United States	search only
161	Offshore Intake Structure	Canada	447,638
162	Offshore Intake Structure	United States	598,707
163	Offshore Intake Structure	United Kingdom	8508716
164	Offshore Intake Structure	France	85.05394
165	Offshore Intake Structure	Japan	74590/85
167	Instrumentation Probe	United States	07/948,443
168	Instrumentation Probe	United States	08/314,121
169	PCB Dechlorination Process	Canada	392,099
170	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Canada	611,314
171	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	United States	07/383,026
172	Partial Discharge Detection Method and Apparatus	Europe	89309911.9
173	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Australia	42410/89
174	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Argentina	315,409
175	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Brazil	PI-89061705-5
177	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	South Korea	89-18219
178	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Japan	338828/1989
179	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Mexico	21642
182	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries	Canada	search only

PATENTS - PATENT APPLICATIONS

183	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries	United States	08/609,326
184	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries	United Kingdom	Jan 86 applicn on hold
185	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Canada	366,078
186	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	United States	573,661
187	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Europe	81,302831.3
188	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	India	718/Ca/81
189	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Argentina	286,001
190	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Korea	81-2496/81
191	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Korea	85-1062
192	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Japan	105161/811
193	Pneumatically Operated Pipe Crawler	Canada	371,711
194	Pneumatically Operated Pipe Crawler	United States	260,012
197	Rotary Microwave Oven for Continuous Heating of Materials	Canada	2,179,125
198	Rotary Microwave Oven for Continuous Heating of Materials	United States	08/874,356
199	Low Temperature Preparative Gas Chromatography Apparatus	Japan	SHO 63-233375
200	Potential Indicating Device for Use With Separable Insulated Loadbreak Connectors	Canada	568,321
202	Process and Apparatus for In-Situ Electroforming of Sleeve-Type Structural Reinforcements in Heat Exchanger Tubing	United States	08/152,714
203	Process and Apparatus for In-Situ Electroforming of Sleeve-Type Structural Reinforcements in Heat Exchanger Tubing	United States	08/370,081 (CIP)
204	Metal Tube Having a Section with an Internal Electroformed Structural Layer	United States	08/369,969 (CIP)
205	Process and Apparatus for the In-Situ Electroforming of a Structural Layer of Metal Bonded to an Internal Wall of a Metal Tube	International	95900582.8
206	Metal Tube Having a Section With an Internal Electroformed Structural Layer	International	PCT/CA94/00631
207	Process and Apparatus for In Situ Electroforming a Structural Layer	Mexico	94 08895
208	Process and Apparatus for In Situ Electroforming a Structural Layer B150	Argentina	330,119
209	Process for Controlling Acid Gas Emissions in Power Plant Flue Gases (SONOX Process)	Canada	1,304,939
210	Process for Controlling Acid Gas Emissions in Power Plant Flue Gases (SONOX Process)	United States	5,058,514
214	Process and Apparatus for Tritium Recovery	United States	07/516,733
219	Producing Carbon-14 Isotopes from Spent Resin Waste	Canada	2061307
220	Producing Carbon-14 Isotopes from Spent Resin Waste	United States	07/570,415
221	Producing Carbon-14 Isotopes from Spent Resin Waste	South Korea	92-2586
222	Waste Oil Decontamination Process	Canada	2,156,480
223	Waste Oil Decontamination Process	United States	08/376,980
224	Radioisotope Powered Semiconductor Light Source	United States	08/419,472
225	Radioluminescent Light Sources	Canada	2049409-3
226	Radioluminescent Light Sources	United States	07,583,209
227	Radioluminescent Light Sources	Europe	91307708.7
228	Radioluminescent Light Sources	Germany	P69107939
229	Radioluminescent Light Sources	Japan	236281/1991

PATENT

REEL: 011987 FRAME: 0475

PATENTS - PATENT APPLICATIONS

1903

230	Separating Hydrogen From a Mixture of Substances	Canada	490,704
231	Separating Hydrogen from a Mixture of Substances	United States	06/776,623
232	Separating Hydrogen from a Mixture of Substances	Europe	85111676.4
233	SF6 Decomposition Detector	Canada	490,129
234	Shallow Borehole Dilatometer Intensifier	Canada	490,229
235	Shallow Borehole Dilatometer Intensifier	United States	830,354
236	Shallow Borehole Dilatometer Intensifier	Europe	86301979.0
239	Sound Conditioning in Fish	Canada	2112793
240	Sound Conditioning in Fish	United States	08/045,946
244	Sound Conditioning in Fish	Norway	941271
248	Sound Conditioning in Fish	Europe	94302416.6
249	Spring-Loaded Suspension System for Augers and Screw Anchors	Canada	495,244
250	Spring-Loaded Suspension System for Augers and Screw Anchors	United States	782,918
251	Surge Attenuating Cable	Canada	530,775
252	Surge Attenuating Cable	United States	856,383
253	Surge Attenuating Cable	Europe	87302129.9
254	Surge Attenuating Cable	Germany	87302129.9
255	Surge Attenuating Cable	Japan	97661/1987
256	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance	Canada	file not recd @ 700
257	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance+B188	United States	08/609,327
258	Temperature Responsive 3-Way Line Valve With Shape Memory Alloy Actuator	Canada	08/026,032
259	Temperature Responsive 3-Way Line Valve With Shape Memory Alloy Actuator	United States	08026032
262	Temperature Responsive 3-Way Line Valve With Shape Memory Alloy Actuator	Europe	94301061.1
268	Storage Tank Water Heater Tempering System	United States	08/359,132
271	Thermomechanical Processing of Metallic Materials	Canada	2,151,500
272	Thermomechanical Processing of Metallic Materials	United States	07/994346
273	Thermomechanical Processing of Metallic Materials	Mexico	940218
274	Thermomechanical Processing of Metallic Materials	International	PCT/CA93/00556
275	Thermomechanical Processing of Metallic Materials	Europe	94919453.4
276	Thermomechanical Processing of Metallic Materials	United States	08/167,188
277	Thermomechanical Processing of Metallic Materials	Japan	514639/94
278	Thermomechanical Processing of Metallic Materials	Korea	95-702527
279	Tingle Voltage Filter	Canada	2028072-7
280	Tingle Voltage Filter	United States	07/450,245
282	Transformer Fault Analyzer	United States	08/093,615
290	Tritium in Air Measuring Instrument	Canada	510,204
291	Tritium in Air Measuring Instrument	United States	639,798

PATENT

REEL: 011987 FRAME: 0476

PATENTS - PATENT APPLICATIONS

19/0

292	Ultrasonic Rotary Shaft Position Encoder	Canada	2,144,478
293	Ultrasonic Rotary Shaft Position Encoder	United States	08/231,004
294	Vapour Phase Catalytic Exchange Reactor (VPCE)	Canada	2016922
295	Vapour Phase Catalytic Exchange Reactor (VPCE)	United States	497,073
296	Waste Oil Reclamation Process	Canada	search only
297	Waste Oil Reclamation Process	United States	search only
298	Waveguide Reaction Cell and Process Using Same	Canada	484,519
299	Waveguide Reaction Cell and Process Using Same	United States	743,084
300	Waveguide Reaction Cell and Process Using Same	United States	907,245
301	Wood Pole Decay Detector	Canada	2037844-1
302	Wood Pole Decay Detector	United States	07/618,958
303	Zebra Mussel Filter	States/International	/01200
304	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Europe	91120674.6
305	A Gas Chromatographic Method for Separating Hydrogen Isotopes	France	91120674.6
307	Direct Expansion Source Heat Pump	United States	08/671,055
309	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Germany	DE3750751-T2
310	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Italy	0,486,070 IT
311	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Great Britain	0,486,070 GB
312	A Gas Chromatographic Method for Separating Hydrogen Isotopes	France	87302742.9
313	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Germany	DE3750100 T2
314	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Italy	0,245,936 IT
315	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Great Britain	0,245,936 GB
354	Radioisotope-Powered Semiconductor Battery	United States	08/565,708
358	Transmission Line Fault Locator	Canada	search only
359	Drying Rack for Waterproof and Air-Tight Suits	Canada	2,192,250
362	Surge Attenuating Cable	France	87302129.9
363	Surge Attenuating Cable	United Kingdom	87302129.9
365	Monitor for Measuring the Radioactivity of a Surface	Germany	19620907.2
366	Monitor for Measuring the Radioactivity of a Surface	France	9606518
367	Monitor for Measuring the Radioactivity of a Surface	United Kingdom	9610925.1
368	Metal Tube Having A Section With an Internal Electroplated Structural Layer	Canada	2175596
369	Process and Apparatus for In Situ Electroforming a Structural Layer of Metal Bonded to an Internal Wall of a Metal Tube	Canada	2175597
370	Oil Circuit Recloser Operator	Canada	2,191,140
372	Power Line Active Filter	Canada	search only
375	Hydraulic Rock Breaking Tool	Canada	496,151
376	Process and Apparatus for In Situ Electroplating a Structural Layer of Metal Bonded to an Internal Wall of a Metal Tube	China	94194203.1
377	Metal Tube Having a Section With an Internal Electroplated Structural Layer	China	CN94194180.9

PATENTS - PATENT APPLICATIONS

19/03

378	Low Temperature Preparative Gas Chromatography Apparatus	Germany	88307833.9
379	Low Temperature Preparative Gas Chromatography Apparatus	France	88307833.9
380	Low Temperature Gas Chromatography Apparatus	Great Britain	88307833.9
381	Low Temperature Preparative Gas Chromatography Apparatus	Italy	88307833.9
382	Process and Apparatus for Tritium Recovery	France	91303627.3
383	Process and Apparatus for Tritium Recovery	Italy	91303627.3
384	Process and Apparatus for In Situ Electroplating a Structural Layer of Metal Bonded to An Internal Wall of a Metal Tube	Korea	96-702573
385	Metal Tube Having A Section With An Internal Electroplated Structural Layer	Korea	96-702572
386	Metal Tube Having A Section With an Internal Electroplated Structural Layer	Euro(Belg.Ital.Fr.)	95900581.0
387	PCB Dechlorination Process	Canada	392,099
388	Pneumatically Operated Pipe Crawler	Canada	371,711
390	EN-R-PAK	Canada	search only
392	Method and Apparatus for Automatically Sensing the Configuration of a Surface Area and Effecting a Work Function Thereon	Europe	0,369,891
393	Low-Loss and Low-Torque ACSR Conductors	Canada	1,264,076
394	Energy Service Gateway	Canada	search only
395	Non-Venting Cutout Fuse	Canada	
398	Metal Alloys Having Improved Resistance to Intergranular Stress Corrosion Cracking	United States	08/785,214
399	SESS Inverter	Canada	search only
400	Temporary Conductor Support Bracket	Canada	search only
402	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries and Other Applications (GBE)	United Kingdom	file not recd @ 700
403	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries and Other Applications (GBE)	France	file not recd @ 700
404	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries and Other Applications	Germany	file not recd @ 700
405	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance	United Kingdom	file not recd @ 700
406	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance	France	file not recd @ 700
407	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance	Germany	file not recd @ 700
408	Partial Discharge Detection Method and Apparatus	Germany	408813
409	Portable Automatic Radioactive Decontamination Booth	Canada	search only
410	Oil Spill Containment System	Canada	search only
412	Heat Pump	France	92300804.9
413	Heat Pump	Germany	92300804.9
414	Heat Pump	Sweden	92300804.9
415	Heat Pump	Switzerland	92300804.9
416	Heat Pump	Spain	92300804.9
417	Heat Pump	Austria	92300804.9
418	Heat Pump	Great Britain	92300804.9
419	Ultrasonic Leak Detection	Canada	search only
420	Electromagnetic Wire Rope Inspection	Canada	search only

PATENT

REEL: 011987 FRAME: 0478

PATENTS - PATENT APPLICATIONS

1970

421	Automated Intelligent Monitoring System	United States	08/726,425
422	Sound Conditioning in Fish	Germany	69401157
425	Storage Tank Water Heater Tempering System	China	96103520X
426	Electric Pulse Blasting	Canada	not recd as yet
427	Method and Apparatus for Propeller Runner Inspection	United States	08/867,067
428	Nanomaterials	United States	not recd as yet
430	Secondary Isolation Switch	Canada	not recd as yet
431	A Metallurgical Method for Processing Low Alloy Body Centred Cubic Iron-Based Materials for Deep Drawing Applications		60/055,196
432	A Metallurgical Method for Processing Nickel- and Iron-Based Superalloys	United States	09/127,968
433	Metallurgical Process for Manufacturing Electrowinning Lead and Lead Alloy Electrodes	United States	PCT/CA98/00741
434	Electric Fence	Canada	2,213,752
435	Electric Fence	United States	09/138,364
436	Modular Filter	Canada	not recd as yet
437	Monitor for Measuring the Radioactivity of a Surface	United States	08/861,223
438	Supercritical Carbon Dioxide Extraction of Leachable Organics from IX Resins	Canada	not recd as yet
442	Oil Circuit Recloser Operator	United States	08/978,477
451	Electric Pulse Blasting Device	Canada	2,233,756
452	Support Member For Use in Constructing Electrified Fence	Canada	09/130,514
453	Photovoltaic Powered Light Emitting Diode (LED) Array For Fish Attraction	United States	not recd as yet
454	Destruction of Polychlorinated Biphenyls (PCBs)	Japan	not recd as yet
455	Support Member For Use in Constructing Electrified Fence	United States	not recd as yet
456	Wood Pole Fall Arrest Device - "Huntsville Choker"	Canada	not recd as yet
458	Non-Electric Perimeter Fence	Canada	not recd as yet

APACS	CAN	
ARCPRO	CAN	781,880
ARCPRO	U.S.	74/881,037
DEFENDER III	CAN	
DIRECT ELECTRICITY	CAN	878,981
DIRECT ELECTRICITY	US	
ELECTROSLEEVE	CANADA	745,807
ELECTROSLEEVE	FRANCE	98828 747
ELECTROSLEEVE	BELGIUM	803,001
ELECTROSLEEVE	GERMANY	39824858
ELECTROSLEEVE	U.S.	74/487,804
ELECTROSLEEVE	KOREA	98-29029
ELECTROSLEEVE	KOREA	98-8017
ENVISION	U.S.	75/485,585
ENVISION SERVICE	CAN	871,452
ENVISION SERVICE	U.S.	
ENVISION SOLUTION	CAN	867,206
ENVISION SOLUTION	U.S.	
ENVISION SOLUTION	MEXICO	336,847 Reg'n No. 593,829
ENVISION SOLUTION PLUS	CAN	867,207
ENVISION SYSTEM	CAN	867,205
ENVISION SYSTEM	U.S.	
EVERCLEAR	CAN	820,875
EVERGREEN	U.S.	
EVERGREEN CLEAN	CAN	1002802
EVERGREEN FRIENDLY	CAN	1002803
EVERGREEN PURE	CAN	1002804
GBE	CAN	720,351
GBE	U.S.	75/081,251
GBE & DESIGN	INTER.	720,263
GBE	SPAIN	1771036
INTEGRAN	CAN	889,478
PATRIC	CAN	512,427
PDA-H & DESIGN	CAN	800,036
PDA-H & DESIGN	U.S.	743,192
PMSA	CAN	825,039
POWERNETICS	CAN	830,588
POWERNETICS	U.S.	75/260,590
SAFETY SOLUTIONS	CAN	748,845
SAFETY SOLUTIONS	U.S.	74/591,575
SAFETY SOLUTIONS & DESIGN	CAN	755,042
SAFETY SOLUTIONS & DESIGN	U.S.	74/593,625
SMOKIN	CAN	512,429
SMOKUP	CAN	512,428
SOPHT	CAN	512,428
TECH SMART	CAN	828,182

ANRAY	CAN	
ARK		
ESG		
ESM		
CIGAR		
GTM		
OHT GLOBE LOGO		
SIMD (I&M) LOGO		
SLAR		
TRUSTIE		
WINSPEC		
XIPD		



EXECUTIVE COUNCIL OF ONTARIO

CERTIFICATE

TO: CANADIAN INTELLECTUAL PROPERTY OFFICE

AND TO: UNITED STATES PATENT AND TRADEMARK OFFICE

RE: **Transfer of Intellectual Property Assets from Ontario Hydro to Ontario Power Generation Inc.**

The undersigned, Suzanne R. Wilson, Deputy Clerk of the Executive Council of Ontario hereby certifies for and on behalf of the Lieutenant Governor of the Province of Ontario in Council and without personal liability that:


1. Attached hereto is a true copy of a portion of Order in Council 647/99 made under the *Electricity Act, 1998* (Ontario) (the "Act") on March 31, 1999, by the Lieutenant Governor of the Province of Ontario with the advice and concurrence of the Executive Council (the "Order"), including a portion a certain Transfer Order made pursuant to section 116 of the Act effective April 1, 1999 whereby certain assets, liabilities, rights and obligations of Ontario Hydro were transferred to Ontario Power Generation Inc. (the "OPGI Transfer Order").

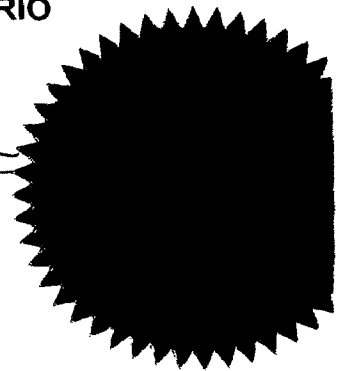
2. The OPGI Transfer Order includes certain intellectual property assets of Ontario Hydro as described and set out in:

- (a) Exhibit A4 to the OPGI Transfer Order entitled Assets – Intellectual Property, a true copy of which is attached hereto; and
- (b) a listing of patent registrations and applications (PATENTS – PATENT APPLICATIONS) and trade marks (OPGI TRADE MARKS (REGISTERED – UNREGISTERED)) included in a Schedule to Exhibit A4 to the OPGI Transfer Order and contained in Binder 155 of 163 relating to Ontario Power Generation Inc. (PART IV – OPGI – Corporate Assets BINDER 6 OF 8) which Binder is on file in the Executive Council Office for the Province of Ontario. A true copy of such listing is attached hereto.

DATED at Toronto, Ontario, the 11th day of August, 2000.

EXECUTIVE COUNCIL OF ONTARIO

Per. 
Deputy Clerk





Order in Council
Décret

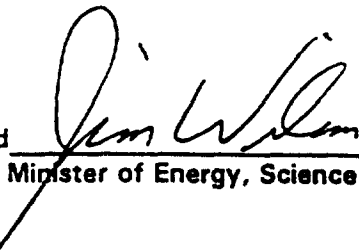
On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

Sur la recommandation du soussigné, le lieutenant-gouverneur, sur l'avis et avec le consentement du Conseil des ministres, décrète ce qui suit :


Pursuant to section 116 of the *Electricity Act, 1998*, S.O. 1998, c.15, Schedule A, the Transfer Orders attached hereto transferring certain officers, employees, assets, liabilities, rights and obligations to the transferees set out below are made.

- Ontario Hydro Services Company Inc.
- Ontario Hydro Networks Company Inc.
- Ontario Hydro Energy Company Inc.
- Ontario Hydro Remote Communities Service Company Inc.
- Ontario Hydro International Inc.
- Ontario Power Generation Inc.
- OPG-Darlington Inc.
- OPG-Darlington Waste Inc.
- OPG-Pickering Inc.
- OPG-Pickering Waste Inc.
- OPG-Bruce A Inc.
- OPG-Bruce B Inc.
- OPG-Bruce Waste Inc.
- OPG-Bruce Common Facilities Inc.
- OPG-Atikokan Inc.
- OPG-Thunder Bay Inc.
- OPG-Lambton Inc.
- OPG-Nanticoke Inc.

Recommended


Minister of Energy, Science & Technology

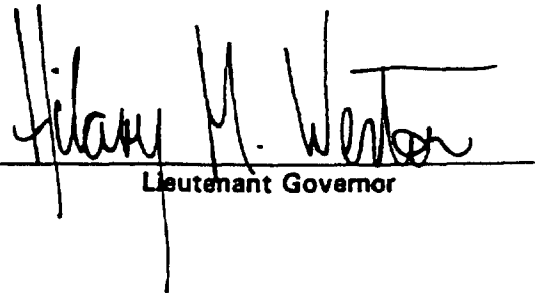
Concurred


Chair of Cabinet

Approved & Ordered

MAR 31 1999

Date


Lieutenant Governor

OPG-Lakeview Inc.
OPG-Lennox Inc.
OPG-Northwest Plant Group Inc.
OPG-Mississagi River Inc.
OPG-Mattagami River System Inc.
OPG-Abitibi River Inc.
OPG-Montreal River Inc.
OPG-St. Lawrence River Inc.
OPG-Ottawa River Inc.
OPG-Madawaska River Inc.
OPG-Niagara Plant Group Inc.
OPG-Small Hydro Inc.
OPG-700 University Inc.
Ontario Energy Board
Independent Electricity Market Operator
Electrical Safety Authority
Ontario Electricity Pension Services Corporation

ELECTRICITY ACT, 1998
TRANSFER ORDER – TRANSFER OF CERTAIN OF THE OFFICERS, EMPLOYEES,
ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO HYDRO TO
ONTARIO POWER GENERATION INC.

1. Preliminary

- 1.1 The Lieutenant Governor in Council, by Ontario Regulation 648/98 made under the *Electricity Act, 1998*, has designated Ontario Power Generation Inc. as the Ontario Electricity Generation Corporation for the purposes of the *Electricity Act, 1998* (the "Act").
- 1.2 The Lieutenant Governor in Council in the exercise of the powers conferred by the Act hereby makes this Transfer Order by which certain of the officers, employees, assets, liabilities, rights and obligations of Ontario Hydro are transferred in the manner specified in this Transfer Order to Ontario Power Generation Inc. (the "Transferee").
- 1.3 This Transfer Order is made under Part X of the Act.
- 1.4 This Transfer Order takes effect on April 1, 1999.
- 1.5 The following Exhibits are incorporated herein by reference and such Exhibits and any Schedules to such Exhibits form an integral part of this Transfer Order:

Exhibit A1	-	Assets – Real Property
Exhibit A2	-	Assets – Major Personal Property
Exhibit A3	-	Assets – Minor Personal Property
Exhibit A4	-	Assets – Intellectual Property
Exhibit A5	-	Assets – Licences and Permits
Exhibit A6	-	Other Assets
Exhibit B	-	Contracts
Exhibit C	-	Litigation
Exhibit D	-	Liabilities
Exhibit E	-	Officers and Employees
Exhibit F	-	Books and Records
Exhibit G	-	Financial Corporation Retained Assets and Liabilities
Exhibit H	-	Required Agreements
Exhibit I	-	List of Transfer Orders
Exhibit J	-	Conflict Resolution Procedure

2. Definitions

2.1 In this Transfer Order (including any Exhibits to this Transfer Order and any Schedules to any Exhibit to this Transfer Order) terms which are used herein and are defined in the Act, or in any regulations made pursuant to the Act on or before the Transfer Date, shall have the same meaning given to such terms in the Act and in such regulations and, in addition:

"Business" means the activities carried on by Ontario Hydro as a generator as at the Transfer Date relating to owning, operating or maintaining generation facilities wherever situate (other than those generation facilities that are located in a Remote Community and form part of the Excluded Officers, Employees, Assets, Liabilities, Rights and Obligations) and all such other activities as are incidental or ancillary to carrying on such activities, including the sale of electricity produced by such generation facilities.

"Employee Transfer Date" means January 1, 1999 in respect of the employees of Ontario Hydro and the rights, liabilities and obligations related to such employees of Ontario Hydro transferred by this Transfer Order.

"Excluded Officers, Employees, Assets, Liabilities, Rights and Obligations" means the following officers, employees, assets, liabilities, rights and obligations of Ontario Hydro:

- (a) all officers, employees, assets, liabilities, rights and obligations of Ontario Hydro transferred or to be transferred from Ontario Hydro or its successors by the Transfers regardless of the time of effect of any Transfer or this Transfer Order and regardless of the order of effect of any Transfer relative to any other Transfer or to this Transfer Order;
- (b) the Financial Corporation Retained Assets and Liabilities; and
- (c) the Excluded Intellectual Property Assets as defined in Exhibit A4 to this Transfer Order.

"Financial Corporation Retained Assets and Liabilities" means all right, title and interest of Ontario Hydro as at the Transfer Date in and to those assets, liabilities, rights and obligations of Ontario Hydro specified in Exhibit G to this Transfer Order.

"including" means "including without limitation", and **"includes"** means "includes without limitation".

"Related to the Business" means directly or indirectly used in or in conjunction with, arising from, acquired or incurred in the conduct, performance or carrying on of, or otherwise supporting or relating in any manner to, the Business.

“Remote Community” has the meaning ascribed to such term in Ontario Regulation 647/98 made under the *Ontario Energy Board Act, 1998*.

“Reserve” has the meaning ascribed to that term in the *Indian Act* (Canada).

“successors” when used in this Transfer Order in reference to Ontario Hydro means, for the purposes of this Transfer Order, any successor corporation to Ontario Hydro by operation of law.

“Transfers” means those transfer orders described in Exhibit I to this Transfer Order (other than this Transfer Order which is included in such Exhibit for convenience of reference only and does not form part of such Exhibit) and “Transfer” means any one of such Transfers.

“Transfer Date” means April 1, 1999 in respect of the transfer of all assets, rights, liabilities and obligations of Ontario Hydro transferred by this Transfer Order other than the employees of Ontario Hydro and the rights, liabilities and obligations related to such employees of Ontario Hydro transferred by this Transfer Order.

3. Transfer of Officers, Employees, Assets, Liabilities, Rights and Obligations of Ontario Hydro to the Transferee

3.1 Subject to the provisions of section 3.2 and Exhibit A4 to this Transfer Order and Exhibit A2 to the Transfer to Ontario Hydro Services Company Inc., this Transfer Order hereby transfers to and vests in the Transferee on the Transfer Date and the Employee Transfer Date as applicable, all rights, title, interest, liabilities and obligations of Ontario Hydro in, to and in respect of: (a) all officers, employees, assets, rights, liabilities and obligations of Ontario Hydro as at the Transfer Date that are Related to the Business; and (b) all other officers, employees, assets, liabilities, rights and obligations of Ontario Hydro as at the Transfer Date, if any, that are not transferred by a Transfer or this Transfer Order (other than the Financial Corporation Retained Assets and Liabilities and other than those assets, rights, liabilities and obligations that are not transferred on the Transfer Date pursuant to the “Transfer Not Effective” sections of this Transfer Order and the Transfers); including all such rights, title, interest and obligations of Ontario Hydro in, to and in respect of the following:

- (i) those assets of Ontario Hydro described in Exhibits A1, A2, A3, A4, A5 and A6 to this Transfer Order;
- (ii) those contracts of Ontario Hydro specified in Exhibit B to this Transfer Order;

- (iii) that litigation of Ontario Hydro specified in Exhibit C to this Transfer Order;
 - (iv) those liabilities of Ontario Hydro specified in Exhibit D to this Transfer Order;
 - (v) the officers and employees, including former employees, of Ontario Hydro specified in Exhibit E to this Transfer Order; and
 - (vi) those books and records or copies of books and records and other information of Ontario Hydro specified in Exhibit F to this Transfer Order.
- 3.2 The Excluded Officers, Employees, Assets, Liabilities, Rights and Obligations are excluded from the transfer pursuant to this Transfer Order and are not transferred to nor acquired or assumed nor required to be performed by the Transferee hereunder. Nothing in this section 3.2 shall derogate from the liabilities and obligations jointly and severally assumed by the Transferee pursuant to section 3.3(a)(ii) of this Transfer Order.
- 3.3 (a) The Transferee hereby acquires all rights, title and interest of Ontario Hydro in and to all officers, employees, assets and rights transferred to the Transferee by section 3.1 of this Transfer Order and hereby assumes and is obligated to perform (i) all liabilities and obligations of Ontario Hydro transferred to the Transferee by section 3.1 of this Transfer Order, and (ii) all liabilities and obligations Related to the Business and arising out of or relating to any asset, right, liabilities or obligations of Ontario Hydro transferred by a Transfer to a subsidiary of the Transferee for which such liabilities and obligations the Transferee and such subsidiary of the Transferee are hereby jointly and severally liable, including such liabilities or obligations arising out of or related to any licence, permit, approval or order related to such rights and assets transferred to such subsidiary of the Transferee.
- (b) Nothing in this Transfer Order amends, adds to, deletes from or otherwise modifies any liabilities or obligations that are assumed by the Transferee by this Transfer Order (except for the assumption by the Transferee of joint and several liability under section 3.3(a)). For greater certainty, despite the assumption by the Transferee of joint and several liability under section 3.3(a), the Transferee shall be entitled to the benefit of (i) subsequent contractual or other agreements that are otherwise legally enforceable which the Transferee or its subsidiary may enter into with the other persons legally entitled to the benefit of such liabilities and obligations and (ii) any laws applicable to such liabilities and obligations.
- (c) The Transferee and any subsidiary of the Transferee shall be equally subject to and entitled to the benefit of the terms and conditions of any

licence, permit, approval or order that relates to the ownership or operation of any assets or rights transferred by a Transfer to such subsidiary of the Transferee.

- (d) The transfer of any liability or obligation by this Transfer Order releases Ontario Hydro and its successors from the liability or obligation.
- (e) The transfer of the officers, employees, assets, rights, liabilities and obligations to the Transferee by this Transfer Order includes all rights, remedies, obligations and liabilities of Ontario Hydro under the *Freedom of Information and Protection Act*, R.S.O. 1990 c. F31, as amended, (the "FOI Act"), as if the Transferee were subject to such liabilities and obligations of Ontario Hydro under the FOI Act, solely with respect to any request for access to a record or records or parts thereof made under the FOI Act (a "Request"), including all rights, remedies, obligations and liabilities of Ontario Hydro respecting any notices, appeals, judicial review applications, and other steps or proceedings relating to such a Request (collectively "Proceedings"), provided:
 - (i) the Request was received by Ontario Hydro prior to the Transfer Date;
 - (ii) the Request is Related to the Business or is related to the Business of a subsidiary of the Transferee (as defined in the Transfers to such subsidiaries) or to the officers, employees, assets (including any books and records), liabilities, rights or obligations transferred to the Transferee pursuant to this Transfer Order or to a subsidiary of the Transferee pursuant to a Transfer; and
 - (iii) the Request or any of the Proceedings have not been concluded prior to the Transfer Date or any appeal period applicable thereto has not expired prior to the Transfer Date.

With respect to such Requests and Proceedings, the Transferee shall have all the rights (including the rights under the FOI Act relating to granting or refusing requests for access to records or parts thereof), powers and duties of an "institution" (as that term is defined in the FOI Act) and the Chair of the Board of Directors of the transferee shall have the same rights, powers and duties as a "head" (as that term is defined in the FOI Act), as if the FOI Act applied to the Transferee, however, for greater certainty, the Transferee is not an agency, board, commission, corporation or other body designated as an institution in the regulations made under the FOI Act. Terms defined in this section 3.3(e) have the meanings ascribed thereto for the purposes of this section only.

- (f) The Transferee is obligated to perform all obligations and comply with all terms and conditions of all approvals, exemption orders or declaration orders made under the *Environmental Assessment Act* or the regulations made pursuant thereto existing at the Transfer Date and relating to any asset or right transferred to the Transferee by this Transfer Order or transferred to a subsidiary of the Transferee by a Transfer and such obligations are binding on the Transferee notwithstanding the status of such assets or rights of the Transferee or such subsidiary of the Transferee under the *Environmental Assessment Act* or the regulations made pursuant thereto.

4. Listed or Described Officers, Employees, Assets, Liabilities, Rights and Obligations

- 4.1 Officers, employees, assets, liabilities, rights or obligations of Ontario Hydro that are specifically listed or specifically described in a schedule to an Exhibit to this Transfer Order (other than in a schedule to Exhibit G) are transferred by this Transfer Order despite any other provision of this Transfer Order or any provision in the Transfers but subject to sections 4.2(a) and 8.1 of this Transfer Order.
- 4.2 (a) If any conflict arises between this Transfer Order and a Transfer as to the officers, employees, assets, liabilities, rights or obligations of Ontario Hydro transferred by this Transfer Order, such conflict shall be determined in accordance with the conflict resolution procedure set out in Exhibit J to this Transfer Order.
- (b) If any assets, liabilities, rights or obligations of Ontario Hydro that relate to two or more Businesses (as each Business is defined in the Transfers and this Transfer Order) are transferred to the Transferee pursuant to section 3.1(b) of this Transfer Order and the Transferee, Ontario Hydro Services Company Inc. and the parties as provided in section 6.1 of this Transfer Order have not entered into a written agreement pursuant to section 6.1 of this Transfer Order in respect of the allocation of title to and liability for such assets, liabilities, rights or obligations, then such allocation shall be determined in accordance with the conflict resolution procedure set out in Exhibit J to this Transfer Order.
- (c) Save as may otherwise be determined pursuant to the terms of the above-mentioned agreement pursuant to section 6.1 of this Transfer Order or pursuant to the conflict resolution procedure set out in Exhibit J to this Transfer Order, Ontario Hydro Services Company Inc. shall indemnify the Transferee to the extent that such assets, rights, liabilities and obligations that relate to two or more Businesses so transferred to the Transferee pursuant to section 3.1(b) of this Transfer Order are determined to relate to the Business of Ontario Hydro Services Company Inc. or any Business of a subsidiary of Ontario Hydro Services Company Inc. but not to the extent

they relate to any other Business (as such Businesses are defined in the Transfers and in this Transfer Order).

5. Payments by Transferee

5.1 The Transferee shall pay to Ontario Hydro or its successors, without right of set-off, counterclaim or abatement whatsoever (except as may be mutually agreed in writing between Ontario Hydro or its successors and the Transferee), such amount as shall be determined by the Minister of Finance or a person designated by the Minister of Finance. The payment shall be made by the issuance of securities by the Transferee; the terms and conditions of such issuance and such securities shall be specified by the Minister of Finance or a person designated by the Minister of Finance.

6. Agreements

6.1 The Transferee and Ontario Hydro or its successors shall on the dates, if any, specified in Exhibit H to this Transfer Order enter into the agreements to which it is to be a party specified in such Exhibit with the parties noted in such Exhibit on such terms as the Transferee and Ontario Hydro and its successors and such parties shall agree, which agreements shall take effect on the dates specified, if any, and shall be valid and binding upon the Transferee and Ontario Hydro and its successors and the other parties thereto and enforceable against them in accordance with their terms.

6.2 The Transferee shall, in good faith and as expeditiously as possible, upon the request of any person lawfully entitled to register or deposit a document in Form 4 – Document General under the *Land Registration Reform Act* or a document attached to a document in Form 4 against the title to land or an interest in land transferred to the Transferee by this Transfer Order, become a party to such Form 4 as evidenced by its execution thereof, solely for the purpose of the Transferee making or giving effect to such statement or statements made pursuant to section 124 of the *Electricity Act, 1998* as are necessary in order to enable such person to register or deposit such document in Form 4 or a document attached to a document in Form 4 against the title to such land or interest in land.

7. Timing and Sequence of Events

7.1 Despite any provision in this Transfer Order (other than the provisions of section 8.1) or in any other Transfer, the transfer to and the vesting in the Transferee of all rights, title, interest and obligations of Ontario Hydro in, to and in respect of the assets, rights, liabilities and obligations of Ontario Hydro transferred by this Transfer Order are hereby determined to be completed (i) immediately subsequent to the transfer to and vesting in any subsidiary of the Transferee of all the rights,

title, interest, liabilities and obligations of Ontario Hydro in, to and in respect of any officers, employees, assets, liabilities, rights and obligations of Ontario Hydro transferred to such subsidiary of the Transferee by a Transfer and (ii) at a point in time immediately prior to the coming into force of section 54 of the Act.

8. Transfer Not Effective

8.1 If,

- (a) despite the provisions of the Act, this Transfer Order cannot or otherwise fails for any reason to fully and effectively in law transfer to the Transferee any asset, right, liability or obligation of Ontario Hydro purported to be transferred to the Transferee by this Transfer Order, or
- (b) despite the provisions of the Act, the transfer of any asset, right, liability or obligation of Ontario Hydro by this Transfer Order would constitute a breach of the terms of such asset, right, liability or obligation or would constitute a breach of any law, decree, order or regulation of any governmental authority having jurisdiction,

then such assets, rights, liabilities or obligations (including such rights, liabilities or obligations in, to or related to a Reserve and any fixtures of Ontario Hydro situated on such Reserve) shall not be transferred by this Transfer Order on the Transfer Date and shall, to the extent permitted in law, be held in trust by Ontario Hydro or its successors for the benefit of the Transferee, in accordance with the terms of this Transfer Order and upon such further terms as shall be agreed upon by Ontario Hydro or its successors and the Transferee in a written agreement that shall be entered into by such parties pursuant to section 6.1 of this Transfer Order, until such time as they may be fully and effectively transferred in law, and until such transfer would not constitute a breach of the terms of such asset, right, liability or obligation and would not constitute a breach of such law, decree, order or regulation of such governmental authority having jurisdiction, whereupon such assets, rights, liabilities or obligations (including any fixtures of Ontario Hydro situated on a Reserve in respect of which such Reserve the appropriate consent to transfer has been obtained or in respect of which Reserve a new right has been obtained by the Transferee) shall automatically be transferred to and vest in the Transferee by this Transfer Order. Ontario Hydro and its successors shall, as soon as they may effectively do so in accordance with the terms of this section 8.1, convey, assign and transfer such assets, rights, liabilities or obligations to the Transferee (including all liabilities and obligations related to such assets and rights) to the extent it may be necessary in order to fully and effectively complete in law the transfer of such assets, rights, liabilities or obligations and the Transferee shall assume and agree in writing to be bound by the liabilities and obligations so transferred.

9. Obligations of the Transferee and Ontario Hydro

- 9.1 (a) The Transferee shall, in accordance with the terms of this Transfer Order and such further terms as shall be agreed upon by Ontario Hydro or its successors and the Transferee in a written agreement that shall be entered into by such parties pursuant to section 6.1 of this Transfer Order, perform at its own expense and on its own account all obligations related to or arising under, out of or in connection with any assets, rights, liabilities or obligations of Ontario Hydro purported to be transferred or purported to be released by this Transfer Order but which, despite the provisions of the Act, this Transfer Order does not or cannot or otherwise fails for any reason to fully and effectively transfer to the Transferee or from which it does not or cannot or otherwise fails for any reason to fully and effectively release Ontario Hydro, and the Transferee shall indemnify and save fully harmless Ontario Hydro and its successors for and in respect of all costs, losses, damages, obligations, liabilities, actions and causes of action suffered or incurred by Ontario Hydro or its successors (i) arising out of or related in any way to such assets, rights, liabilities and obligations or the failure to perform or comply with the terms and conditions thereof or (ii) arising out of or related to the trusts created by this Transfer Order.
- (b) The Transferee shall diligently complete all reasonable measures that Ontario Hydro or its successors may require in order to obtain, as expeditiously as possible, all necessary rights, consents and releases in order that any assets or rights or any liabilities or obligations purported to be transferred by this Transfer Order but which this Transfer Order, despite the provisions of the Act, does not or cannot or otherwise fails for any reason to fully and effectively transfer to the Transferee may be fully and effectively transferred to the Transferee in accordance with the terms of section 8.1 or in order that new rights may be granted to or in favour of the Transferee, and in order that Ontario Hydro and its successors are fully and effectively in law released from such liabilities and obligations. It shall be a condition precedent to the automatic transfer and vesting provided for in section 8.1 that Ontario Hydro or its successors be satisfied with the terms and conditions of such rights and consents as evidenced in writing.
- (c) In order that the full value of the assets and rights that may be held by Ontario Hydro or its successors for the benefit of the Transferee pursuant to section 8.1 of this Transfer Order may be realized for the benefit of the Transferee, Ontario Hydro and its successors shall, in accordance with the terms of this Transfer Order and such further terms as shall be agreed upon by Ontario Hydro or its successors and the Transferee in a written agreement that shall be entered into by such parties pursuant to section 6.1 of this Transfer Order, at the reasonable request and at the expense and on the account of the Transferee, in the name of Ontario Hydro or its

successors if necessary in law, take such reasonable action and do or cause to be done such things as are, in the reasonable opinion of the Transferee and Ontario Hydro and its successors, necessary and proper in order that the rights or title of Ontario Hydro as at the Transfer Date in and to such assets and rights is preserved and enures to the benefit of the Transferee and, in order that any money due and payable and to become due and payable to the Transferee in and under or pursuant to such assets and rights is received by the Transferee, Ontario Hydro and its successors shall, subject to any right of set off, counterclaim or abatement of Ontario Hydro or its successors as against the Transferee or any subsidiary corporation of the Transferee, pay to the Transferee all such money as may be received by or paid to Ontario Hydro or its successors and is properly payable to the Transferee in respect of such assets and rights. Nothing in this section 9.1(c) derogates from the obligations of the Transferee pursuant to this Transfer Order or any agreement pursuant to this Transfer Order.

- (d) The Transferee shall not assign, convey, sell, lease, mortgage, charge or otherwise transfer or purport to assign, convey, sell, lease, mortgage, charge or otherwise transfer to any person any right, title or interest in and to any of the assets, rights, liabilities or obligations which, despite the provisions of the Act, this Transfer Order does not or cannot or otherwise fails for any reason to fully and effectively transfer to the Transferee or from which it does not or cannot or otherwise fails to fully and effectively release Ontario Hydro and its successors, without the prior written consent of Ontario Hydro or its successors and unless such person agrees in writing with Ontario Hydro or its successors to be bound by the trust, indemnity and further assurance provisions of this Transfer Order, and the agreements related thereto between Ontario Hydro and its successors and the Transferee, as set out in sections 8.1, 9.1 and 10.1 of this Transfer Order.

10. Further Assurances

- 10.1 Each of Ontario Hydro and its successors and the Transferee shall from time to time and at all times after the effective date of this Transfer Order make, do and execute or cause and procure to be made, done and executed, in accordance with the terms of this Transfer Order and such further terms as shall be agreed upon by Ontario Hydro or its successors and the Transferee in a written agreement that shall be entered into by such parties pursuant to section 6.1 of this Transfer Order, all such further acts, deeds or assurances as may be necessary in order to lawfully complete the transfer to and assumption by the Transferee of the officers, employees, assets, rights, liabilities and obligations of Ontario Hydro by or pursuant to this Transfer Order, including for the purpose of effecting necessary registrations.

11. Successors and Assigns

11.1 The rights and obligations of Ontario Hydro and its successors and the Transferee as set out in sections 8.1, 9.1 and 10.1 of this Transfer Order and in the agreements between Ontario Hydro and its successors and the Transferee pursuant thereto, shall extend to, be binding upon and enure to the benefit of Ontario Hydro and its successors and assigns and the Transferee and its successors and assigns, including the successors in right, title and interest of the Transferee to the assets, rights, liabilities and obligations transferred to the Transferee by this Transfer Order.

EXHIBIT A1

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

ASSETS - REAL PROPERTY

All real property (whether held by freehold, leasehold, licence or other interest) Related to the Business, wherever situated and whether currently being used, held or maintained by Ontario Hydro, including all easements, rights-of-way, licences of occupation and other matters appurtenant to such real property and all buildings, improvements, fixtures, roadways, structures, fixed machinery, fixed equipment and appurtenances situated on, in, under, over or otherwise forming part of such real property, and including the real property described or referred to:

- (a) in any legal descriptions of land and in any surveys identified in a schedule to this Exhibit A1 Assets – Real Property filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999 (a “Schedule to this Exhibit A1”); and
- (b) in the list of instruments contained or the real property otherwise referred to in a Schedule to this Exhibit A1,

(including the appurtenant rights referred to in the foregoing).

EXHIBIT A2

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

ASSETS – MAJOR PERSONAL PROPERTY

1. All tangible personal property (whether held by ownership, lease, licence or other interest) Related to the Business, wherever situated and whether currently being used, held or maintained by Ontario Hydro, including all machinery, equipment, furniture, motor vehicles and other chattels Related to the Business (including those in possession of third parties) and including, the tangible personal property described or referred to in any lists or descriptions of "Major Personal Property" set out in a schedule to this Exhibit A2 – Major Personal Property filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999 (a "Schedule to this Exhibit A2") other than those items specifically listed or described in a schedule to Exhibit A3 – Minor Personal Property to this Transfer Order.
2. To the extent that any buildings and structures, water treatment plants, power systems and other items listed in a Schedule to this Exhibit A2 constitute in law fixtures to real property, they shall not form part of this Exhibit or Schedule to this Exhibit A2 but shall form part of the real property transferred to the applicable subsidiary of the Transferee by the Transfer transferring such real property to such subsidiary of the Transferee.

EXHIBIT A3

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

ASSETS -MINOR PERSONAL PROPERTY

1. All tangible personal property (whether held by ownership, lease, licence or other interest) Related to the Business, wherever situated and whether currently being used, held or maintained by Ontario Hydro, including all machinery, equipment, furniture, motor vehicles and other chattels Related to the Business (including those in possession of third parties) and including the tangible personal property described or referred to in any lists or descriptions of "Minor Personal Property" set out in a schedule to this Exhibit A3-Minor Personal Property filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999 (a "Schedule to this Exhibit A3") other than those items specifically listed or described in any schedule to Exhibit A2 - Major Personal Property to this Transfer Order.
2. To the extent that any buildings and structures, water treatment plants, power systems and other items listed in a Schedule to this Exhibit A3 constitute in law fixtures to real property, they shall not form part of this Exhibit or Schedule to this Exhibit A3 but shall form part of the real property transferred to the applicable subsidiary of the Transferee by the Transfer transferring such real property to such subsidiary of the Transferee.

EXHIBIT A4***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.*****ASSETS - INTELLECTUAL PROPERTY**

All Intellectual Property Assets, except for the Excluded Officers, Employees, Assets, Liabilities, Rights and Obligations (as such exclusions are defined in paragraph 2 to this Transfer Order). This Exhibit A4 and Exhibit A2 to the Transfer to Ontario Hydro Services Company Inc. override anything set out in any other Exhibit to this Transfer Order, including Exhibit F, and override any other Transfers, insofar as such Exhibits and Transfers purport to transfer Intellectual Property Assets, other than in respect of those intellectual property and technical information assets and rights specifically listed on (i) a Schedule to Exhibit A3 – Intellectual Property to the Transfer to Electrical Safety Authority, (ii) a Schedule to Exhibit A4 – Intellectual Property to the Transfer to IMO and (iii) a Schedule to Exhibit A – Intellectual Property to the Transfer to the Board, which intellectual property and technical information assets and rights are transferred by those Transfers and are not subject to the override provisions of this Exhibit A4.

For the purposes of this Exhibit, “Intellectual Property Assets” includes:

(1) all Intellectual Property Rights and Technical Information of Ontario Hydro Related to the Business (including the Technical Information identified generally in Schedule A4, Item 2 to this Transfer Order, the listed Trade-Marks in Schedule A4, Item 1 of this Transfer Order, and all Intellectual Property Rights and Technical Information related to the Activities of OHT) and whether or not such Intellectual Property Rights and Technical Information are also related to the business of any other entity (including Ontario Hydro Services Company Inc.); and

(2) all issued patents and pending patent applications of Ontario Hydro including without limitation those listed in Schedule A4, Item 1 to this Transfer Order and all Intellectual Property Rights (except Trade-marks) and Technical Information of Ontario Hydro related to such issued patents and pending patent applications, whether or not Related to the Business;

and all rights to damages and profits by reason of the infringement or misappropriation of any of the Intellectual Property Assets.

“Intellectual Property Rights” means all Patents, Trade-Marks, Copyrights, Industrial Designs and other intellectual property rights in any jurisdiction throughout the world.

"Patents" means all inventions, patents, applications for patent, rights to apply for patents, and patents which may be issued from current applications (including without limitation divisions, reissues, renewals, re-examinations, continuations, continuations-in-part and extensions).

"Trade-Marks" means all trade-marks, trade-mark registrations, rights to apply for trade-mark registrations, trade names, corporate names, brand names, slogans, designs, graphics, logos and other commercial symbols, whether used with wares or services, including without limitation the goodwill attaching to such Trade-marks.

"Copyrights" means all works, copyrights, copyright registrations, copyright applications, all rights to apply for copyright registrations (including without limitation all renewals and revisions thereof), moral rights and the benefit of any waivers of moral rights.

"Industrial Designs" means all designs, industrial design registrations, design rights, rights to apply for industrial design registration and design right registration, and corresponding rights worldwide (including without limitation renewals).

"Technical Information" means all know-how and technical knowledge, including without limitation: all trade secrets and other proprietary know-how, confidential information, public information, non-proprietary know-how and invention disclosures; any information or data of a scientific, technical or business nature regardless of its source or form; methods of production, procedures, specifications, formulas, designs, all documented research, developmental, demonstration or engineering work; all information, descriptions and related instructions that can be or is used to define a design or process or procure, produce, support or operate material and equipment; and all other lab journals, notebooks, drawings, blue prints, research and development reports, patterns, plans, flow charts, equipment, parts lists, manuals, records and similar materials.

For the purposes of section 2.1 of this Transfer Order "Excluded Intellectual Property Assets" means:

- (i) all Technical Information listed in Schedule A2, Item 2 of the Transfer to Ontario Hydro Services Company Inc. which is neither listed in Schedule A4, Item 2 of this Transfer Order, related to issued patents or pending patent applications, nor related to the Activities of OHT;
- (ii) all Trade-Marks that are not listed in Schedule A4, Item 1 to this Transfer Order and are Related to the Business of Ontario Hydro Services Company Inc. (as Related to the Business is defined in the Transfer to Ontario Hydro Services Company Inc.);
- (iii) all Trade-Marks listed in Schedule A2, Item 1 to the Transfer to Ontario Hydro Services Company Inc.; and
- (iv) all rights in official marks of Ontario Hydro pursuant to Section 9 of the *Trade-Marks Act*.

"Activities of OHT" means all activities carried on by the Ontario Hydro Technologies division of Ontario Hydro ("OHT"), including without limitation research, development, consulting, reporting, licensing, including at the Kipling Research Centre, and including without limitation all such activities carried on by OHT for the benefit of related or unrelated entities, including without limitation the Business of Ontario Power Generation Inc. (as Business is defined in paragraph 2 of this Transfer Order) and the Business of Ontario Hydro Services Company Inc. (as Business is defined in paragraph 2 of the Transfer Order to Ontario Hydro Services Company Inc.) as such Businesses were carried on by Ontario Hydro prior to the Transfer Dates (as defined in this Transfer Order and in the Transfer to Ontario Hydro Services Company Inc. respectively).

EXHIBIT A5

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

ASSETS - LICENCES AND PERMITS

All permits, licences, certificates, approvals, authorizations, or other indicia of authority issued by a federal, provincial, municipal or state authority under any law Related to the Business and all rights, interests and obligations derived therefrom or relating thereto (the "permits"), including such permits issued under the *Environmental Protection Act, Ontario Water Resources Act, Energy Act, Elevating Devices Act, Gasoline Handling Act, Boilers and Pressure Vessels Act, Operating Engineers Act, Public Lands Act, Fisheries Act, Navigable Waters Protection Act, and Radiocommunications Act* and including such permits issued under any law as such permits are described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT A6***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.*****OTHER ASSETS****ACCOUNTS RECEIVABLE**

All accounts receivable Related to the Business including: bank accounts, insurance claims, accrued rights to bill for goods and services rendered, accrued interest, and any deposits, security or collateral for such accounts receivable, including the accounts receivable and other assets described or referred to in a Schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999 (a "Schedule to this Exhibit A6").

SECURITIES OF SUBSIDIARIES

All of the issued and outstanding shares in the capital of, and all of the bonds, debentures, notes or other evidences of indebtedness of, the corporations described or referred to in a Schedule to this Exhibit A6.

CASH AND INVESTMENTS

All cash and cash equivalents, including money market securities, Related to the Business, including: such amounts or such securities held by Ontario Hydro and such amounts and such securities held on deposit to the account of Ontario Hydro, including the cash and cash equivalents described or referred to in a Schedule to this Exhibit A6.

GOODWILL

All goodwill Related to the Business, including the goodwill described or referred to in a Schedule to this Exhibit A6.

EXHIBIT B

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

CONTRACTS

All contracts of Ontario Hydro Related to the Business, including all agreements, equipment and other personal property leases and arrangements, whether executory or otherwise, ("Contracts") including all Contracts to or by which Ontario Hydro or any of the assets Related to the Business or the Business is bound or affected, and including the Contracts described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT C

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

LITIGATION

1. All Litigation Related to the Business, including all Litigation described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.
2. For the purposes of this Exhibit "Litigation" means all of the rights, liabilities and obligations of Ontario Hydro which relate to, arise out of or are at issue in any action or proceeding Related to the Business which has been commenced at or before the transfer of such rights, liabilities and obligations by this Transfer Order. For the purposes of the foregoing "proceeding" means any process, hearing, investigation, inquest, claim or application of any nature whatsoever, whether made to or conducted by or before a court, tribunal, board, commission, administrative authority, arbitrator, or any other person or body, including pursuant to an agreement to which Ontario Hydro is a party.

EXHIBIT D

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

LIABILITIES

All liabilities and obligations Related to the Business including: all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise and all liabilities and obligations of Ontario Hydro that are Related to the Business which have accrued at the time the transfer in this Transfer Order takes effect or which accrue after the time the transfer in this Transfer Order takes effect but which in any way relate to actions, conduct, circumstances or occurrences which took place prior to the time the transfer in this Transfer Order takes effect and including the liabilities and obligations described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

Nothing in this Exhibit transfers liabilities or obligations relating to litigation or employees that are transferred by a Transfer.

EXHIBIT E

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

OFFICERS AND EMPLOYEES

All officers and employees Related to the Business, including the employees described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT F

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

BOOKS AND RECORDS

All information, books and records or copies of books and records, recorded on any medium, Related to the Business (the "Books and Records") including all Books and Records that are in the custody or control of Ontario Hydro or any other person and including the Books and Records described or referred to in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT G

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

FINANCIAL CORPORATION RETAINED ASSETS AND LIABILITIES

All those assets, rights, liabilities and obligations of Ontario Hydro specifically listed or specifically described on a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT H

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LLABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

REQUIRED AGREEMENTS

Those agreements to be entered into pursuant to this Transfer Order and such other agreements as may be necessary in order to further the transfer completed by this transfer order and to more fully define the commercial relationships established by or arising out of the transfer effected by or pursuant to this Transfer Order or any other Transfer, which agreements are listed on the schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

EXHIBIT I

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

LIST OF TRANSFER ORDERS

All those transfer orders made under Part X of the Act transferring certain of the officers, employees, assets, liabilities, rights and obligations of Ontario Hydro to:

1. Ontario Hydro Services Company Inc.
2. Ontario Hydro Networks Company Inc.
3. Ontario Hydro Energy Company Inc.
4. Ontario Hydro Remote Communities Service Company Inc.
5. Ontario Hydro International Inc.
6. Ontario Power Generation Inc.
7. OPG-Darlington Inc.
8. OPG-Darlington Waste Inc.
9. OPG-Pickering Inc.
10. OPG-Pickering Waste Inc.
11. OPG-Bruce A Inc.
12. OPG-Bruce B Inc.
13. OPG-Bruce Waste Inc.
14. OPG-Bruce Common Facilities Inc.
15. OPG-Atikokan Inc.
16. OPG-Thunder Bay Inc.
17. OPG-Lambton Inc.
18. OPG-Nanticoke Inc.
19. OPG-Lakeview Inc.

7. OPG-Lennox Inc.
21. OPG-Northwest Plant Group Inc.
22. OPG-Mississagi River Inc.
23. OPG-Mattagami River System Inc.
24. OPG-Abitibi River Inc.
25. OPG-Montreal River Inc.
26. OPG-St. Lawrence River Inc.
27. OPG-Ottawa River Inc.
28. OPG-Madawaska River Inc.
29. OPG-Niagara Plant Group Inc.
30. OPG-Small Hydro Inc.
31. OPG-700 University Inc.
32. Ontario Energy Board.
33. IMO.
34. Electrical Safety Authority.
35. Ontario Electricity Pension Services Corporation.

EXHIBIT J

***TO TRANSFER ORDER TRANSFERRING CERTAIN OF THE OFFICERS,
EMPLOYEES, ASSETS, LIABILITIES, RIGHTS AND OBLIGATIONS OF ONTARIO
HYDRO TO ONTARIO POWER GENERATION INC.***

CONFLICT RESOLUTION PROCEDURE

Any conflict as to the officers, employees, assets, liabilities, rights or obligations of Ontario Hydro transferred by this Transfer Order, shall be determined in accordance with the conflict resolution procedure set out in a schedule to this Exhibit filed in the Office of the Executive Council at or before 12:00 noon on March 31, 1999.

PATENTS - PATENT APPLICATIONS

19/0

17	Method and Apparatus for Propeller Runner Inspection	Canada	2,175,006
18	A Gas Chromatographic Method for Separating Hydrogen Isotopes	United States	861,336
19	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Europe	87302742.9
21	Acoustic Fish Behavioural Control Device	Canada	524,718
22	Acoustic Fish Behavioural Control Device	United States	848,752
26	Acoustic Fish Behavioural Control Device	New Zealand	219595
29	Amorphous Semiconductor Nuclear Batteries	Canada	2120295
31	Amorphous Semiconductor Nuclear Batteries	United States CIP	08/282,294
32	Amorphous Semiconductor Nuclear Batteries	Europe	94302439.8
33	Amorphous Semiconductor Nuclear Batteries	Japan	82786/1994
34	Apparatus and Method for Continuous Processing of Granular Materials Using Microwaves	Canada	2,159,569
35	Apparatus and Method for Continuous Processing of Granular Materials Using Microwaves	United States	08/536,711
36	Arrow Board	Canada	542,907
37	Automated Intelligent Monitoring System	Canada	2,125,095
38	Automated Intelligent Monitoring System	United States	08/076,851
39	Automated Intelligent Monitoring System (AIMS)	Japan	133053/1994
43	Automated Intelligent Monitoring System (AIMS)	Norway	941989
49	Hydroacoustic Sonar Equipment and Method	Canada	602,788
50	Hydroacoustic Sonar Equipment and Method	United States	360,200
63	Radioluminescent Semiconductor Light Source	United States	08/419,472
64	Bulge Indicating Method and Device	Canada	567,932
67	Diode Trace Gas Analyzer (Diotrace)	United States	08/166055
68	Electric Field Strength Indicator	Canada	425,934
69	Electric Field Strength Indicator	United States	467,267
71	Electrical Contact Avoidance Device (ECAD)	United States	07/826,058
72	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	United States	225,675
74	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	U.K.	254478
75	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	Argentina	308,225
76	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	Korea	87-7969
77	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	Romania	129143
78	Electromagnetic Method and Apparatus for Positioning Objects (EM&A)	Japan	184629/1987
79	Energy Absorber For Horizontal Lifelines in Fall Arrest Systems	Canada	2,039,004
80	Energy Absorber for Horizontal Lifelines in Fall Arrest Systems	United States	07/644,383
81	Fault Anticipation Apparatus for High Voltage Electrical Equipment	Canada	396,569

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82	Fault Anticipation Apparatus for High Voltage Electrical Equipment	United States	245,656
83	Fault Anticipation Apparatus for High Voltage Electrical Equipment	Japan	4547782
84	Fault Anticipation Apparatus for High Voltage Electrical Equipment	Europe	82301201.8
85	Fault Current Diverter	Canada	521,726
86	Fault Current Diverter	United States	841,452
87	Fault Current Diverter	United Kingdom	8628134
88	Fault Current Diverter	United Kingdom	8724734
89	Gas Chromatography Based Enrichment Process	Canada	2,110,343
90	Gas Chromatography Based Enrichment Process	United States	07990054
91	Gas Chromatography Based Enrichment Process	Japan	312968/1993
92	Gas Chromatography Based Enrichment Process	Europe	93310043.0
93	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Canada	530,553
94	A Gas Chromatographic Method for Separating Hydrogen Isotopes	United States	861,336
95	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Europe	87302742.9
96	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Europe	91120674.6
97	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Japan	096356/87
98	Ground Voltage Suppression	Canada	431,908
100	Heat Pump	Canada	2,059,815-8
102	Heat Pump	United States	077664,885
103	Heat Pump	Europe	92300804.9
104	Heat Pump	Japan	67898/92
106	High Voltage Insulators	United States	354,717
109	Method and Apparatus for Turbine Blade Rehabilitation	United States	08239,067
110	Integrated Protection and Control System	Canada	search only
111	Integrated Protection and Control System	United States	search only
113	Integration of Telemetry and Sonar Technologies	United States	08/179,949
115	Monitor for Measuring the Radioactivity of a Surface	United States	08/452,250
118	Ladder Climber's Safety Device	Canada	436,144
119	Ladder Climber's Safety Device	United States	444,047
120	Lineman's Pole Strap Assembly	Canada	2,069,288
121	Lineman's Pole Strap Assembly	United States	07/840,139
123	Lineman's Safety Strap Assembly	Canada	527,131
124	Lineman's Safety Strap Assembly	United States	025,592
125	Lineman's Safety Strap	Canada	426,977
126	Lineman's Safety Strap	United States	601,067
127	Liquid Askarel Destruction Process	United States	2,062,054
130	Live-Line Separable Insulated Connector Tool	Canada	485,684

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132	Loadbreak Bushing and Snuffer/Contact Assembly Therefor	Canada	436,950
133	Loadbreak Bushing and Snuffer/Contact Assembly Therefor	United States	559,095
134	Low-Loss and Low-Torque ACSR Conductors	Canada	515,700
135	Low-Loss and Low-Torque ACSR Conductors	United States	848,758
137	Low Temperature Preparative Gas Chromatography Apparatus	Canada	552,483
138	Low Temperature Preparative Gas Chromatography Apparatus	United States	123,370
139	Low Temperature Preparative Gas Chromatography Apparatus	Europe	88307833.9
141	Metal Clad Container for Radioactive Material Storage	Canada	2014065-8
142	Metal Clad Container for Radioactive Material Storage	United States	07/482,916
144	Method and Apparatus for Measuring Electric Motor Efficiency and Loading	United States	07/685,666
148	Method and Apparatus for Processing Ceramics	Japan	4-70318
153	Method for Isotope Replenishment in an Exchange Liquid Used in a Laser Induced Isotope Enrichment Process	Canada	447,854
154	Method for Isotope Replenishment in an Exchange Liquid Used in a Laser Induced Isotope Enrichment Process	United States	547,475
155	Method for Isotope Replenishment in an Exchange Liquid Used in a Laser Induced Isotope Enrichment Process	France	84-11785
156	Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines	Canada	2086641-1
157	Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines	United States	07/824,392
158	Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines	Europe	93300513.4
159	Multiple Turbine Hydraulic Generator	Canada	search only
160	Multiple Turbine Hydraulic Generator	United States	search only
161	Offshore Intake Structure	Canada	447,638
162	Offshore Intake Structure	United States	598,707
163	Offshore Intake Structure	United Kingdom	8508716
164	Offshore Intake Structure	France	85,05394
165	Offshore Intake Structure	Japan	74590/85
167	Instrumentation Probe	United States	07/948,443
168	Instrumentation Probe	United States	08/314,121
169	PCB Dechlorination Process	Canada	392,099
170	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Canada	611,314
171	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	United States	07/383,026
172	Partial Discharge Detection Method and Apparatus	Europe	89309911.9
173	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Australia	42410/89
174	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Argentina	315,409
175	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Brazil	PI-89061705-5
177	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	South Korea	89-18219
178	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Japan	338828/1989
179	Partial Discharge Detection Method and Apparatus (Stator Slot Coupler)	Mexico	21642
182	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries	Canada	search only

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183	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries	United States	08/609,326
184	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries	United Kingdom	Jan 86 applicn on hold
185	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Canada	366,078
186	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	United States	573,661
187	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Europe	81.302831.3
188	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	India	718/Cal/81
189	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Argentina	286,001
190	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Korea	81-2496/81
191	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Korea	85-1062
192	Pipe Repair Methods and Apparatus Using an Electromagnetically Exploded Filament	Japan	105161/811
193	Pneumatically Operated Pipe Crawler	Canada	371,711
194	Pneumatically Operated Pipe Crawler	United States	260,012
197	Rotary Microwave Oven for Continuous Heating of Materials	Canada	2,179,125
198	Rotary Microwave Oven for Continuous Heating of Materials	United States	08/874,356
199	Low Temperature Preparative Gas Chromatography Apparatus	Japan	SHO.63-233375
200	Potential Indicating Device for Use With Separable Insulated Loadbreak Connectors	Canada	568,321
202	Process and Apparatus for In-Situ Electroforming of Sleeve-Type Structural Reinforcements in Heat Exchanger Tubing	United States	08/152,714
203	Process and Apparatus for In-Situ Electroforming of Sleeve-Type Structural Reinforcements in Heat Exchanger Tubing	United States	08/370,081 (CIP)
204	Metal Tube Having a Section with an Internal Electroformed Structural Layer	United States	08/369,969 (CIP)
205	Process and Apparatus for the In-Situ Electroforming of a Structural Layer of Metal Bonded to an Internal Wall of a Metal Tube	International	95900582.8
206	Metal Tube Having a Section With an Internal Electroformed Structural Layer	International	PCT/CA94/00631
207	Process and Apparatus for In Situ Electroforming a Structural Layer	Mexico	94 08895
208	Process and Apparatus for In Situ Electroforming a Structural Layer B150	Argentina	330,119
209	Process for Controlling Acid Gas Emissions in Power Plant Flue Gases (SONOX Process)	Canada	1,304,939
210	Process for Controlling Acid Gas Emissions in Power Plant Flue Gases (SONOX Process)	United States	5,058,514
214	Process and Apparatus for Tritium Recovery	United States	07/516,733
219	Producing Carbon-14 Isotopes from Spent Resin Waste	Canada	2061307
220	Producing Carbon-14 Isotopes from Spent Resin Waste	United States	07/570,415
221	Producing Carbon-14 Isotopes from Spent Resin Waste	South Korea	92-2586
222	Waste Oil Decontamination Process	Canada	2,156,480
223	Waste Oil Decontamination Process	United States	08/376,980
224	Radioisotope Powered Semiconductor Light Source	United States	08/419,472
225	Radioluminescent Light Sources	Canada	2049409-3
226	Radioluminescent Light Sources	United States	07,583,209
227	Radioluminescent Light Sources	Europe	91307708.7
228	Radioluminescent Light Sources	Germany	P69107939
229	Radioluminescent Light Sources	Japan	236281/1991

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230	Separating Hydrogen From a Mixture of Substances	Canada	490,704
231	Separating Hydrogen from a Mixture of Substances	United States	06/776,623
232	Separating Hydrogen from a Mixture of Substances	Europe	85111676.4
233	SF6 Decomposition Detector	Canada	490,129
234	Shallow Borehole Dilatometer Intensifier	Canada	490,229
235	Shallow Borehole Dilatometer Intensifier	United States	830,354
236	Shallow Borehole Dilatometer Intensifier	Europe	86301979.0
239	Sound Conditioning in Fish	Canada	2112793
240	Sound Conditioning in Fish	United States	08/045,946
244	Sound Conditioning in Fish	Norway	941271
248	Sound Conditioning in Fish	Europe	94302416.6
249	Spring-Loaded Suspension System for Augers and Screw Anchors	Canada	495,244
250	Spring-Loaded Suspension System for Augers and Screw Anchors	United States	782,918
251	Surge Attenuating Cable	Canada	530,775
252	Surge Attenuating Cable	United States	856,383
253	Surge Attenuating Cable	Europe	87302129.9
254	Surge Attenuating Cable	Germany	87302129.9
255	Surge Attenuating Cable	Japan	97661/1987
256	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance	Canada	file not recd @ 700
257	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance+B188	United States	08/609,327
258	Temperature Responsive 3-Way Line Valve With Shape Memory Alloy Actuator	Canada	08/026,032
259	Temperature Responsive 3-Way Line Valve With Shape Memory Alloy Actuator	United States	08026032
262	Temperature Responsive 3-Way Line Valve With Shape Memory Alloy Actuator	Europe	94301061.1
268	Storage Tank Water Heater Tempering System	United States	08/359,132
271	Thermomechanical Processing of Metallic Materials	Canada	2,151,500
272	Thermomechanical Processing of Metallic Materials	United States	07/994346
273	Thermomechanical Processing of Metallic Materials	Mexico	940218
274	Thermomechanical Processing of Metallic Materials	International	PCT/CA/93/00556
275	Thermomechanical Processing of Metallic Materials	Europe	94919453.4
276	Thermomechanical Processing of Metallic Materials	United States	08/167,188
277	Thermomechanical Processing of Metallic Materials	Japan	514639/94
278	Thermomechanical Processing of Metallic Materials	Korea	95-702527
279	Tingle Voltage Filter	Canada	2028072-7
280	Tingle Voltage Filter	United States	07450,245
282	Transformer Fault Analyzer	United States	08/093,615
290	Tritium in Air Measuring Instrument	Canada	510,204
291	Tritium in Air Measuring Instrument	United States	639,798

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292	Ultrasonic Rotary Shaft Position Encoder	Canada	2,144,478
293	Ultrasonic Rotary Shaft Position Encoder	United States	08/231,004
294	Vapour Phase Catalytic Exchange Reactor (VPCE)	Canada	2016922
295	Vapour Phase Catalytic Exchange Reactor (VPCE)	United States	497,073
296	Waste Oil Reclamation Process	Canada	search only
297	Waste Oil Reclamation Process	United States	search only
298	Waveguide Reaction Cell and Process Using Same	Canada	484,519
299	Waveguide Reaction Cell and Process Using Same	United States	743,084
300	Waveguide Reaction Cell and Process Using Same	United States	907,245
301	Wood Pole Decay Detector	Canada	2037844-1
302	Wood Pole Decay Detector	United States	07/618,958
303	Zebra Mussel Filter	States/International	/01200
304	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Europe	91120674.6
305	A Gas Chromatographic Method for Separating Hydrogen Isotopes	France	91120674.6
307	Direct Expansion Source Heat Pump	United States	08/671,055
309	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Germany	DE3750751-T2
310	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Italy	0,486,070 IT
311	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Great Britain	0,486,070 GB
312	A Gas Chromatographic Method for Separating Hydrogen Isotopes	France	87302742.9
313	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Germany	DE3750100 T2
314	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Italy	0,245,936 IT
315	A Gas Chromatographic Method for Separating Hydrogen Isotopes	Great Britain	0,245,936 GB
354	Radioisotope-Powered Semiconductor Battery	United States	08/565,708
358	Transmission Line Fault Locator	Canada	search only
359	Drying Rack for Waterproof and Air-Tight Suits	Canada	2,192,250
362	Surge Attenuating Cable	France	87302129.9
363	Surge Attenuating Cable	United Kingdom	87302129.9
365	Monitor for Measuring the Radioactivity of a Surface	Germany	19620907.2
366	Monitor for Measuring the Radioactivity of a Surface	France	9606518
367	Monitor for Measuring the Radioactivity of a Surface	United Kingdom	9610925.1
368	Metal Tube Having A Section With an Internal Electroplated Structural Layer	Canada	2175596
369	Process and Apparatus for In Situ Electroforming a Structural Layer of Metal Bonded to an Internal Wall of a Metal Tube	Canada	2175597
370	Oil Circuit Recloser Operator	Canada	2,191,140
372	Power Line Active Filter	Canada	search only
375	Hydraulic Rock Breaking Tool	Canada	496,151
376	Process and Apparatus for In Situ Electroplating a Structural Layer of Metal Bonded to an Internal Wall of a Metal Tube	China	94194203.1
377	Metal Tube Having a Section With an Internal Electroplated Structural Layer	China	CN94194180.9

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378	Low Temperature Preparative Gas Chromatography Apparatus	Germany	88307833.9
379	Low Temperature Preparative Gas Chromatography Apparatus	France	88307833.9
380	Low Temperature Gas Chromatography Apparatus	Great Britain	88307833.9
381	Low Temperature Preparative Gas Chromatography Apparatus	Italy	88307833.9
382	Process and Apparatus for Tritium Recovery	France	91303627.3
383	Process and Apparatus for Tritium Recovery	Italy	91303627.3
384	Process and Apparatus for In Situ Electroplating a Structural Layer of Metal Bonded to An Internal Wall of a Metal Tube	Korea	96-702573
385	Metal Tube Having A Section With An Internal Electroplated Structural Layer	Korea	96-702572
386	Metal Tube Having A Section With an Internal Electroplated Structural Layer	Euro(Belg.Ital.Fr.)	95900581.0
387	PCB Dechlorination Process	Canada	392,099
388	Pneumatically Operated Pipe Crawler	Canada	371,711
390	EN-R-PAK	Canada	search only
392	Method and Apparatus for Automatically Sensing the Configuration of a Surface Area and Effecting a Work Function Thereon	Europe	0,369,891
393	Low-Loss and Low-Torque ACSR Conductors	Canada	1,264,076
394	Energy Service Gateway	Canada	search only
395	Non-Venting Cutoff Fuse	Canada	search only
398	Metal Alloys Having Improved Resistance to Intergranular Stress Corrosion Cracking	United States	08/785,214
399	SESS Inverter	Canada	search only
400	Temporary Conductor Support Bracket	Canada	search only
402	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries and Other Applications (GBE)	United Kingdom	file not recd @ 700
403	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries and Other Applications (GBE)	France	file not recd @ 700
404	Method of Processing Lead and Lead Alloys, for Use in Lead-Acid Batteries and Other Applications	Germany	file not recd @ 700
405	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance	United Kingdom	file not recd @ 700
406	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance	France	file not recd @ 700
407	Lead and Lead Alloys With Enhanced Creep and/or Intergranular Corrosion Resistance	Germany	file not recd @ 700
408	Partial Discharge Detection Method and Apparatus	Germany	file not recd @ 700
409	Portable Automatic Radioactive Decontamination Booth	Germany	408813
410	Oil Spill Containment System	Canada	search only
412	Heat Pump	Canada	search only
413	Heat Pump	France	92300804.9
414	Heat Pump	Germany	92300804.9
415	Heat Pump	Sweden	92300804.9
416	Heat Pump	Switzerland	92300804.9
417	Heat Pump	Spain	92300804.9
418	Heat Pump	Austria	92300804.9
419	Ultrasonic Leak Detection	Great Britain	92300804.9
420	Electromagnetic Wire Rope Inspection	Canada	search only
		Canada	search only

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421	Automated Intelligent Monitoring System	United States	08/726,425
422	Sound Conditioning in Fish	Germany	69401157
425	Storage Tank Water Heater Tempering System	China	96103520X
426	Electric Pulse Blasting	Canada	not recd as yet
427	Method and Apparatus for Propeller Runner Inspection	United States	08/867,067
428	Nanomaterials	United States	not recd as yet
430	Secondary Isolation Switch	Canada	not recd as yet
431	A Metallurgical Method for Processing Low Alloy Body Centred Cubic Iron-Based Materials for Deep Drawing Applications		60/055,196
432	A Metallurgical Method for Processing Nickel- and Iron-Based Superalloys	United States	09/127,958
433	Metallurgical Process for Manufacturing Electrowinning Lead and Lead Alloy Electrodes	United States	PCT/CA98/00741
434	Electric Fence	Canada	2,213,752
435	Electric Fence	United States	09/138,364
436	Modular Filter	Canada	not recd as yet
437	Monitor for Measuring the Radioactivity of a Surface	United States	08/861,223
438	Supercritical Carbon Dioxide Extraction of Leachable Organics from IX Resins	Canada	not recd as yet
442	Oil Circuit Recloser Operator	United States	08/978,477
451	Electric Pulse Blasting Device	Canada	2,233,756
452	Support Member For Use in Constructing Electrified Fence	Canada	09/130,514
453	Photovoltaic Powered Light Emitting Diode (LED) Array For Fish Attraction	United States	not recd as yet
454	Destruction of Polychlorinated Biphenyls (PCBs)	Japan	not recd as yet
455	Support Member For Use in Constructing Electrified Fence	United States	not recd as yet
456	Wood Pole Fall Arrest Device - "Huntsville Choker"	Canada	not recd as yet
458	Non-Electric Perimeter Fence	Canada	not recd as yet

APACS	CAN	
ARCPRO	CAN	781,880
ARCPRO	U.S.	74/861,037
DEFENDER III	CAN	
DIRECT ELECTRICITY	CAN	876,981
DIRECT ELECTRICITY	US	
ELECTROSLEEVE	CANADA	745,807
ELECTROSLEEVE	FRANCE	96826 747
ELECTROSLEEVE	BELGIUM	603,001
ELECTROSLEEVE	GERMANY	39624858
ELECTROSLEEVE	U.S.	74/487,804
ELECTROSLEEVE	KOREA	96-29029
ELECTROSLEEVE	KOREA	96-8017
ENVISION	U.S.	75/485,585
ENVISION SERVICE	CAN	871,452
ENVISION SERVICE	U.S.	
ENVISION SOLUTION	CAN	887,206
ENVISION SOLUTION	U.S.	
ENVISION SOLUTION	MEXICO	336,647 Reg'n No. 593,829
ENVISION SOLUTION PLUS	CAN	887,207
ENVISION SYSTEM	CAN	887,205
ENVISION SYSTEM	U.S.	
EVERCLEAR	CAN	820,875
EVERGREEN	U.S.	
EVERGREEN CLEAN	CAN	1002802
EVERGREEN FRIENDLY	CAN	1002803
EVERGREEN PURE	CAN	1002804
GBE	CAN	720,351
GBE	U.S.	75/061,251
GBE & DESIGN	INTER.	720,263
GBE	SPAIN	1771036
INTEGRAN	CAN	889,478
PATRIC	CAN	512,427
PDA-H & DESIGN	CAN	600,036
PDA-H & DESIGN	U.S.	743,192
PMSA	CAN	825,039
POWERNETICS	CAN	830,588
POWERNETICS	U.S.	75/260,590
SAFETY SOLUTIONS	CAN	748,845
SAFETY SOLUTIONS	U.S.	74/591,575
SAFETY SOLUTIONS & DESIGN	CAN	755,042
SAFETY SOLUTIONS & DESIGN	U.S.	74/593,625
SMOKIN	CAN	512,429
SMOKUP	CAN	512,428
SOPHT	CAN	512,428
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ANRAY	CAN	
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