MANAGEMENT AGREEMENT

Between

COUNTRYSIDE VENTURES LLC

– and –

COUNTRYSIDE US HOLDING CORP.

– and –

COUNTRYSIDE CANADA POWER INC.

MADE AS OF THE 23rd DAY OF SEPTEMBER, 2005

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MANAGEMENT AGREEMENT

THIS AGREEMENT made as of the 23 day of September, 2005.

B E T W E E N:

COUNTRYSIDE VENTURES LLC, a limited liability corporation existing under the laws of the State of Delaware,

(the "**Manager**")

– and –

COUNTRYSIDE US HOLDING CORP., a corporation existing under the laws of the State of Delaware,

("**Countryside US**")

– and –

COUNTRYSIDE CANADA POWER INC., a corporation existing under the laws of the Province of Ontario,

("**Countryside Canada**" and, together with Countryside US, "**Countryside**")

WHEREAS Countryside U.S. Power, Inc., a wholly-owned subsidiary of Countryside Canada, currently employs executive officers, being Messrs. Goran Mornhed, Edward Campana and Allen Rothman, (the "**Current Executive Officers**") who provide management services to Countryside Canada pursuant to the terms of a management agreement dated March 29, 2004 (the "**Current Management Agreement**");

AND WHEREAS the origination, structuring and development of acquisition and new business opportunities for Countryside currently comes from the Current Executive Officers' external development activities and services not included in the Current Management Agreement and through a development agreement entered into on April 8, 2004 at the time of the initial public offering of Countryside Power Income Fund (the "**Fund**") among U.S. Energy Systems, Inc., Cinergy Solutions, Inc. and Countryside U.S. Power, Inc. (the "**Development Agreement**");

AND WHEREAS the Parties wish to modify the existing management arrangements once the Current Executive Officers have formed a management and development company that will provide the management services provided to Countryside Canada by the Current Executive Officers and will engage in the origination, structuring, development and ownership of energy and utility infrastructure projects utilizing its own capital and resources;

AND WHEREAS the directors of Countryside Canada and Countryside US wish to ensure that, to the maximum extent possible, acquisition opportunities of energy and utility infrastructure projects that may fit within the acquisition criteria of Countryside Canada and Countryside US are generated and presented to Countryside Canada and Countryside US while at the same time ensuring that the risks associated with such activities are minimized and that the existing investments of Countryside Canada and Countryside US are managed prudently and efficiently;

AND WHEREAS the Parties hereto believe that replacing the Current Management Agreement with this Agreement is the most effective way to ensure that: (i) additional acquisition opportunities of energy and utility infrastructure projects that may fit within the acquisition criteria of Countryside Canada and Countryside US are generated and presented to Countryside Canada and Countryside US with a view of increasing cash flow to Countryside; (ii) the risks associated with the origination, sourcing and development of acquisition opportunities are reduced from the perspective of Countryside; and (iii) the existing operations of Countryside Canada and Countryside US are prudently managed with a view to maintaining and increasing the cash flow of Countryside Canada and Countryside US and current unitholder distributions by the Fund;

AND WHEREAS the Manager wishes to provide the management services described herein to Countryside and to expend its own capital and resources to originate, source and develop acquisition opportunities that may fit within the acquisition criteria of Countryside;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the Parties to this Agreement, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS AND SCHEDULES

1.01 Definitions

As used herein, the following terms shall have the meanings set forth below:

(a) "**Acquisition Objective**" has the meaning ascribed thereto in Section 3.01(e);

(b) "**Administration Agreement**" means the agreement between the Fund and Countryside Administration dated September 1, 2005 pursuant to which Countryside Administration provides administrative services to Countryside Canada and the Fund;

(c) "**Affiliate**" has the meaning ascribed thereto in Ontario Securities Commission Rule 45-501 – Exempt Distributions, as the same may be amended or amended and restated from time to time;

(d) "**Agreement**" means this Management Agreement, as amended or supplemented from time to time in accordance with the provisions hereof;

(e) "**Annual Budget**" means the gross, aggregated management and administration budget for each Fiscal Year of the Fund, Countryside US and, if applicable, Countryside Canada, as described in Section 2.09;

(f) "**Annual Distributable Cash Forecast**" means the annual forecast for the Fund's distributable cash prepared by the Manager for any Fiscal Year and broken down on a monthly basis;

(g) "**Applicable Laws**" means all laws, rules, regulations, codes, by-laws, statutes, ordinances, directives, policies, instruments, rules and orders, in effect from time to time, of all Governmental Authorities having jurisdiction with respect to Countryside and its Affiliates in connection with the conduct of the Business, including the ownership, development, construction, maintenance and operation of the Projects, and any of their respective assets or properties;

(h) "**Base Compensation**" has the meaning ascribed thereto in Section 3.01(c);

(i) "**Base Level Distribution**" has the meaning ascribed thereto in Section 3.02(b);

(j) "**Business**" means the business of Countryside consisting primarily of the direct and indirect ownership, management, operation, leasing and financing of assets and property in connection with energy and utility infrastructure projects and businesses, together with investments and other direct or indirect rights in Persons involved in such business and all activities ancillary or incidental to any of the foregoing;

(k) "**Business Day**" means any day, other than a Saturday, Sunday or a day on which the principal chartered banks located in the Province of Ontario or the State of New York are not open for business during normal banking hours;

(l) "**Change of Control**" means: (i) the acquisition, directly or indirectly (in one or more related transactions), by any Person or two or more Persons acting as a group, of beneficial ownership (as that term is defined in subsection 1(5) and 90(1) of the *Securities Act* (Ontario)) of more than 50% of the outstanding voting securities of the Fund, Countryside Canada or Countryside US; (ii) the amalgamation, arrangement, merger or consolidation of the Fund, Countryside Canada or Countryside US with one or more other Persons as a result of which the holders of the outstanding voting securities of the Fund, Countryside Canada or Countryside US immediately before the transaction hold less than 50% of the voting securities (or equivalent thereof) of the surviving or resulting Person; (iii) the sale to any Person of all or substantially all of the assets of the Fund, Countryside Canada or Countryside US or their respective subsidiaries taken as a whole; or (iv) the Fund, Countryside US or Countryside Canada or any of their securityholders enter into any agreement providing for any of the foregoing and the transaction contemplated thereby is ultimately consummated, provided, however, that for the purposes of this Agreement, (i) the sale of any voting securities (or equivalent thereof) of the Fund, Countryside US or Countryside Canada (or any successor Person thereto) pursuant to a public offering; (ii) the conversion of the Fund to an Income Deposit Securities structure and any transactions related thereto; or (iii) any transaction solely involving Affiliates of the Fund shall not constitute or result in a Change of Control;

(m) "**Claims**" has the meaning ascribed thereto in Section 7.01;

(n) "**Confidential Information**" has the meaning ascribed thereto in Section 5.07;

(o) "**Countryside**" has the meaning ascribed thereto in the recitals;

(p) “**Countryside Administration**” means Countryside Canada Ventures Inc., a corporation existing under the laws of the Province of Ontario and an Affiliate of Manager;

(q) “**Countryside Canada**” has the meaning ascribed thereto in the Recitals;

(r) “**Countryside Claims**” has the meaning ascribed thereto in Section 7.02;

(s) “**Countryside Event of Default**” has the meaning ascribed thereto in Section 9.01(a);

(t) “**Countryside Indemnitees**” has the meaning ascribed thereto in Section 7.02;

(u) “**Countryside US**” has the meaning ascribed thereto in the recitals;

(v) “**Current Executive Officers**” has the meaning thereto in the recitals;

(w) “**Current Management Agreement**” has the meaning thereto in the recitals;

(x) “**Current Market Price**” has the meaning ascribed thereto in Section 3.03(a);

(y) “**Development Agreement**” has the meaning thereto in the recitals;

(z) “**Development Asset**” has the meaning ascribed thereto in Section 3.02;

(aa) “**Dispute**” has the meaning ascribed thereto in Section 11.01;

(bb) “**Documents**” means, collectively, the Project Contracts, the Project Consents, all other contracts to which Countryside or its subsidiaries is or becomes a party and any other agreements, certificates or instruments delivered pursuant to such documents;

(cc) “**Effective Date**” means November 1, 2005;

(dd) “**Emergency Powers**” has the meaning ascribed thereto in Section 2.14;

(ee) “**Environmental Laws and Regulations**” means all environmental, health and safety laws, regulations, by-laws, resolutions and ordinances applicable to Countryside, Affiliates of Countryside, or any of their respective assets or properties, including without limitation (i) all laws, regulations, by-laws, resolutions, ordinances, decrees, guidelines, standards, policies and other similar documents and instruments of all Governmental Authorities, and (ii) all laws, by-laws, regulations, resolutions, ordinances, guidelines, standards, policies and decrees and other similar documents and instruments relating to natural and human environmental matters (including air, land, surface water, ground water and real and personal property), public or occupational health and safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of a Hazardous Substance;

(ff) “**Exchange Options**” has the meaning ascribed thereto in Section 3.03;

(gg) “**Executives**” has the meaning ascribed thereto in Section 2.03;

(hh) “**Expenses**” has the meaning ascribed thereto in Section 3.01;

(ii) “**Experts**” has the meaning ascribed thereto in Section 5.04(b);

(jj) “**Fiscal Year**” means the initial period from the Effective Date up to and including December 31, 2005, and thereafter, means each 12-month period beginning January 1 and ending December 31 of each year (or such other 12-month period that Countryside may adopt as its fiscal year);

(kk) “**Force Majeure**” means for the purposes hereof, an event, condition or circumstance (and the effect thereof) which is not within the reasonable control of the Party claiming Force Majeure and which, notwithstanding the exercise of commercially reasonable efforts, the Party claiming the Force Majeure is unable to prevent its occurrence or completely mitigate its effects, and which thus causes a delay or disruption in the performance of any obligation (other than the obligation to pay monies due) imposed on such Party hereunder. Subject to the foregoing, Force Majeure shall include, without limitation, strikes, lock-outs, work stoppages, work slow-downs, industrial disturbance, storm, fire, flood, landslide, snowslide, earthquake, explosion, lightning, tempest, acts of war (whether declared or undeclared), threat of war, actions of terrorists, blockade, riot, insurrection, civil commotion, public demonstrations, revolution, sabotage or vandalism, laws, rules, regulations, orders, directives, or restraints issued or imposed by any regulatory agency or Government Authority, and inability to obtain, maintain or renew or delay in obtaining, maintaining or renewing necessary permits or approvals from any regulatory agency or Governmental Authority and acts of God; provided, however, that a Party’s own lack of funds or other financial problems shall not constitute “Force Majeure” in respect of such Party and, for clarity, this provision shall not relieve the Manager of the obligation, subject to the terms and conditions of this Agreement, to take commercially reasonable and practicable risk management measures, including those in relation to actions by Governmental Authorities;

(ll) “**Fund**” means Countryside Power Income Fund;

(mm) “**GAAP**” has the meaning ascribed thereto in Section 1.04;

(nn) “**Governmental Authority**” means any court or governmental department, commission, board, bureau, agency, or instrumentality of the United States or Canada, or of any state, province, territory, county, municipality, city, town or other political jurisdiction whether domestic or foreign and whether now or in the future constituted or existing;

(oo) “**Hazardous Substance**” means any substance, product, waste, pollutant, material, chemical, contaminant, dangerous good, constituent or other material which is or becomes listed, regulated, or addressed under any Environmental Laws and Regulations, including asbestos, lead, petroleum and polychlorinated biphenyls;

(pp) "**Indemnified Party**" has the meaning ascribed thereto in Section 7.03;

(qq) "**Indemnifying Party**" has the meaning ascribed thereto in Section 7.03;

(rr) "**Initial Term**" has the meaning ascribed thereto in Section 8.01;

(ss) "**LTIP Interest**" has the meaning ascribed thereto in Section 3.02(a);

(tt) "**Manager**" has the meaning ascribed thereto in the Recitals;

(uu) "**Manager Event of Default**" has the meaning ascribed thereto in Section 9.01(b);

(vv) "**Manager Indemnitees**" has the meaning ascribed thereto in Section 7.01;

(ww) "**Material Budget Deviation**" means any change in or deviation from the then current Annual Budget, where such change or deviation would cause an increase in costs and expenses of greater than 10% above the aggregated costs and expenses set forth in such Annual Budget in respect of the current Fiscal Year;

(xx) "**Material Distributable Cash Forecast Deviation**" means any change in or deviation from the then current Annual Distributable Cash Forecast, where such change or deviation would (i) cause a decrease in distributable cash of the Fund of greater than 5% from the distributable cash set forth in the Annual Distributable Cash Forecast in respect of the current Fiscal Year or (ii) likely result in the Manager recommending to the Trustees a decrease in monthly distributions per Unit;

(yy) "**Operating Objectives**" has the meaning ascribed thereto in Section 3.01(e);

(zz) "**Parties**" means the Manager, Countryside US and Countryside Canada and "**Party**" means any one of them;

(aaa) "**Person**" means and includes individuals, corporations, limited partnerships, general partnerships, joint stock companies, limited liability corporations, joint ventures, associations, companies, trusts, banks, trust companies, pension funds, business trusts or other organizations, whether or not legal entities and governments and agencies and political subdivisions thereof;

(bbb) "**Projects**" means the energy and utility infrastructure projects and businesses in which Countryside has a direct or indirect interest and any future energy and utility infrastructure projects and businesses in which Countryside or their Affiliates acquires a direct or indirect interest;

(ccc) "**Project Consents**" means all permits, by-laws, licences, waivers, exemptions, consents, certificates, authorizations, approvals, rights, rights of way and entitlements and the like which are required from any Governmental Authority or any other Person (including under all applicable Environmental Laws and Regulations) in respect of, or which are in any way material to, the ownership, development, construction, maintenance, operation, use or enjoyment of all or any part of the Projects;

(ddd) "**Project Contracts**" means all agreements relating to the Projects to which Countryside or an Affiliate of Countryside is a party;

(eee) "**Quarterly Operating Report**" has the meaning ascribed thereto in Section 2.11;

(fff) "**Qualifying Authorities**" means the securities commission or similar regulatory authority in each of the provinces and territories of Canada;

(ggg) "**Renewal Term**" has the meaning ascribed thereto in Section 8.02;

(hhh) "**Securities Laws**" means, collectively, all applicable securities laws of each of the provinces and territories of Canada and the respective rules and regulations under such laws, together with applicable published policy statements, notices and orders of the Qualifying Authorities;

(iii) "**Service Providers**" has the meaning ascribed thereto in Section 5.05;

(jjj) "**STIP**" has the meaning ascribed thereto in Section 3.01(e);

(kkk) "**STIP Pool**" has the meaning ascribed thereto in Section 3.01(e);

(lll) "**Term**" means the Initial Term as extended by any Renewal Terms;

(mmm) "**third party**" means a Person who is not Affiliated with Countryside Canada or the Manager, as the context requires; and

(nnn) "**Unit**" means a unit of the Fund as such trust units are constituted on the date of this Agreement; provided that in the event of a change or a subdivision, revision, reduction, combination or consolidation thereof, any reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, conversion, exchange, sale or conveyance or liquidation, dissolution or winding-up, shall mean the units or other securities or property resulting from such change.

1.02 Headings

The division of this Agreement into articles, sections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder", "herein" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to articles and sections of this Agreement.

1.03 Interpretation

Words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders. Where the word "including" or "includes" is used in this Agreement it means "including without limitation" or "includes without limitation", respectively. Any reference to any Document shall include a reference to any schedule, amendment or supplement thereto or any agreement in replacement thereof, all as permitted under the Documents.

1.04 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles ("**GAAP**"), such reference shall be deemed to be to U.S. or Canadian GAAP (depending on the jurisdiction of residence of the entity for which the accounting calculations are being made) as at the date on which such calculation is made or required to be made in accordance with GAAP. Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made for the purpose of this Agreement or any document, such determination or calculation shall, to the extent applicable and except as otherwise specified herein or as otherwise agreed in writing by the Parties, be made in accordance with GAAP applied on a consistent basis.

ARTICLE 2– THE MANAGER'S SERVICES AND POWERS

2.01 Appointment as Manager

Countryside US and Countryside Canada hereby appoint the Manager and the Manager hereby assumes the obligations hereunder and accepts the appointment to provide management and administrative services to Countryside US and its direct and indirect subsidiaries, and to the extent such services are requested and not provided by Countryside Administration under the Administration Agreement, Countryside Canada, subject to the terms, conditions and limitations of this Agreement.

2.02 Management Services Provided to Countryside US and its Direct and Indirect Subsidiaries and Countryside Canada

Countryside hereby delegates to and the Manager assumes, subject to the provisions of this Agreement and to the overriding supervision and control of the applicable board of directors of Countryside, the responsibility for the management and administration of Countryside US and its direct and indirect subsidiaries and, to the extent such services are requested and are not provided by Countryside Administration under the Administration Agreement, Countryside Canada. In addition to the specific duties below, subject to the provisions of this Agreement and to the overriding supervision and control of the applicable board of directors of Countryside, the Manager will be responsible for strategic development and risk management of Countryside and will be responsible for shareholder relations of Countryside and its Affiliates. In accordance with and subject to the terms, conditions and limitations of this Agreement (including the preceding sentence and Sections 3.01 and 4.03), the Manager covenants and agrees during the Term, to perform the following services in the same manner and to the same standards as a prudent manager performing such services would perform on managing the assets for its own account and to adhere to good corporate governance practices at all times. The Manager shall:

(a) monitor and manage the investments of Countryside US and, if requested, Countryside Canada and report to the directors of Countryside US or Countryside Canada (as applicable) with respect thereto;

(b) oversee the operations management of the Projects operated and maintained by Countryside US and, if requested, Countryside Canada;

(c) develop, implement and monitor strategic plans with a view to maintaining and increasing distributions of the Fund over time;

(d) develop the Annual Budget and the Annual Distributable Cash Forecast;

(e) undertake or supervise the undertaking of treasury, legal and compliance, financing, risk assessment and human resource activities;

(f) prepare management reports, including financial reports, consistent with past practices, in respect of the assets owned by Countryside US and, if requested, Countryside Canada, and any future Projects;

(g) negotiate or oversee the negotiation of material agreements subject to the approval of the governing body(ies) of the applicable Countryside entity(ies) party(ies) to such material agreement;

(h) monitor compliance with the Annual Budget and Annual Distributable Cash Forecast and report to the directors of Countryside US and, if requested, Countryside Canada with respect thereto;

(i) undertake or supervise the undertaking of the analysis of potential acquisitions, investments and dispositions and report to the directors of Countryside US and, if requested, Countryside Canada with respect thereto;

(j) carry out or supervise the making of acquisitions, investments and dispositions subject to the approval of the governing body(ies) of the applicable Countryside entity(ies) party(ies) to such acquisitions, investments and dispositions;

(k) retain accountants, lawyers, consultants, investment bankers and other professional advisers on behalf of Countryside or the applicable subsidiary of Countryside US and, if requested, Countryside Canada;

(l) advise on and negotiate any financings by Countryside US and, if requested, Countryside Canada or its applicable subsidiary subject to the approval of the directors of the applicable governing body(ies) of the applicable Countryside entity(ies) party(ies) to such financing;

(m) plan and coordinate meetings of the board of directors of Countryside US and, if requested, Countryside Canada and their respective subsidiaries, if necessary; and

(n) providing such other management and administrative services as Countryside US, its subsidiaries and, if requested, Countryside Canada and its subsidiaries may reasonably request in the conduct of the Business and as may be reasonably agreed to from time to time between the Parties.

In order to effectuate the intent of this Agreement, the Manager and the Joint Compensation and Corporate Governance Committee of the Fund and Countryside Canada will within a reasonable time after the execution of this Agreement work to prepare a non-binding protocol (including a delegation of authority respecting commitments) relating to the services to be provided by the Manager hereunder and the interaction between the Manager and board of directors of Countryside.

2.03 Executive Management

The Manager will be required to provide the services of three qualified individuals with significant experience in the energy and utility infrastructure industry who, in their capacity as officers of the Manager, will provide services that would customarily be provided by senior officers of Countryside and its Affiliates (together, the "**Executives**"). Appointments by the Manager to provide such services will be subject to the approval of the directors of Countryside US and Countryside Canada, such approval not to be unreasonably withheld. By its execution of this Agreement, Countryside confirms its approval of the Current Executive Officers as Executives. In the event that any Executive ceases to be an Executive, the directors of Countryside will be provided with prompt notice of such change and will be permitted to participate in the recruitment and identification of a replacement individual (although the Manager shall have responsibility for undertaking such process and the authority to hire such replacement subject to Countryside's approval right set forth in this Section). Any individuals performing services under this Agreement will have no signing authority on behalf of the Fund, Countryside US, Countryside Canada or their subsidiaries or otherwise bind the Fund, Countryside US, Countryside Canada or their subsidiaries except as contemplated under Section 2.07 of this Agreement or as otherwise authorized by the governing body of the applicable entity. The Executives shall include individuals that perform similar functions to a chief executive officer and chief financial officer of a publicly traded issuer and who will be responsible for signing the certificates contemplated by Section 2.01 of Multilateral Instrument 52-109 – *Certification of Disclosure in Issuer's Annual and Interim Filings* or any other certificates required under applicable securities laws. Such individuals will be based in the United States and will render any services contemplated under this Agreement in the United States, to the extent possible. If it is necessary for such individuals to render services in Canada, the Manager shall not maintain space at any premises (including those of Countryside Canada or Countryside Administration) located in Canada that is dedicated for the use of its employees or representatives or that is generally available to it and at its disposal.

2.04 Standard of Care of Executives

In carrying out their duties on behalf of the Manager under this Agreement, the Executives will act honestly and in good faith with a view to the best interests of Countryside and will exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

2.05 Parties' Acknowledgement Regarding Management Services

Where the Business of Countryside consists of an ownership interest (whether direct or indirect) in a Project or other asset, the Parties acknowledge that nothing in this Agreement will obligate the Manager to provide, or create an expectation that the Manager will provide, operational services or operations management services, directly to or on behalf of a Project or asset, except as may be necessary in order to properly manage the Business as provided for hereunder and as is otherwise permitted pursuant to contractual or other rights granted in favour of Countryside or its Affiliates which are attributable to or associated with Countryside's ownership interest in such Project or asset.

2.06 Covenants of Manager

The Manager covenants and agrees that in the performance of its services and obligations under this Agreement it shall:

(a) comply with Applicable Laws and act in an ethical fashion, following good corporate governance practices and the reasonable policies and procedures established by the directors of Countryside from time to time, which are consistent with this Agreement and which are disclosed in writing to the Manager, and in a manner consistent with the obligations of Countryside under the Documents;

(b) upon gaining knowledge thereof, promptly notify the board of directors of Countryside US and Countryside Canada of any event, effect or development (actual or threatened) that is reasonably likely to result in a Material Distributable Cash Forecast Deviation and assist Countryside US and, if requested, Countryside Canada in taking any commercially reasonable steps (to the extent Countryside US or Countryside Canada directly or through its Affiliates has the right to take such steps) to prevent such event or development if it has not yet occurred or to mitigate the related Material Distributable Cash Forecast Deviation;

(c) upon receiving notice of a material infraction or threat of a material infraction of Applicable Laws or of any material third party claim relating to the Projects, the Manager or Countryside that is not otherwise known to the board of directors of Countryside US and Countryside Canada, promptly advise the boards of such infraction or threat of infraction and assist Countryside US and, if requested, Countryside Canada, in taking all necessary and commercially reasonable steps to remedy or prevent such infraction (to the extent Countryside US or Countryside Canada directly or through its Affiliates has the right to take any such remedial action) and to respond to any Governmental Authority or third party claimant, as and if requested; and

(d) not commingle its own funds with any funds held by it on behalf of Countryside.

2.07 Power and Authority of Manager

Subject to and in accordance with the terms, conditions and limitations of this Agreement (including Section 2.04 and 2.08) Countryside grants the Manager full and absolute right, power and authority, during the Term, for and on behalf of Countryside and its direct and indirect subsidiaries, in connection with the management and administration of Countryside and its direct and indirect subsidiaries, including the provision of all management and administrative services under this Agreement, subject to the overall direction and, where provided herein, approval of the directors of Countryside, to take and do all such actions and all such things that the Manager deems appropriate, in its sole discretion, in connection with such grants, including the right, power and authority to execute and deliver all contracts, leases, licenses, and other documents, instruments and agreements, to open bank accounts, pay bills and expenses, to make all applications and filings with Governmental Authorities, and to take such other actions as the Manager considers appropriate in connection with Countryside and its subsidiaries, the Projects or the Business, in the name of and on behalf of Countryside and its subsidiaries, as the case may be. Notwithstanding the above, the Manager will not have any authority to enter into any agreements or otherwise bind Countryside Canada (or the Fund) except as expressly authorized by the directors of Countryside Canada (or the Trustees of the Fund). No Person shall be required to determine the authority of the Manager to give any undertaking or enter into any commitment on behalf of Countryside and its direct or indirect subsidiaries.

2.08 Restrictions on Manager's Powers and Authorities

Subject to Section 2.14:

(a) the Manager shall not, without first obtaining the approval of a majority of the directors of Countryside US and, if services are being provided to Countryside Canada at the request of Countryside Canada, without first obtaining the approval of a majority of the directors of Countryside Canada, undertake any of the following actions:

(i) adopt or amend the Annual Budget or take any action that would be reasonably likely to cause a Material Budget Deviation;

(ii) take, initiate or consent to any action that would reasonably likely to result in a Material Distributable Cash Forecast Deviation;

(iii) in one or in a series of related transactions, dispose of or consent to the disposition of any of Countryside's assets with a value in excess of 1% of the gross assets of Countryside and its subsidiaries at the time of such disposition;

(iv) raise capital or debt by way of an issuance of securities of Countryside;

(v) in one or in a series of related transactions, acquire any material assets or make any material investments by or on behalf of Countryside in each case, with a value in excess of 1% of the gross assets of Countryside and its subsidiaries at the time of such acquisition or investment; and

(b) the Manager shall not, without first obtaining the approval of a majority of the directors of Countryside US and, if services are being provided to Countryside Canada at its request, without first obtaining the approval of a majority of the directors of Countryside Canada, who are independent of the Manager and its Affiliates undertake any of the following actions:

(i) enter into any material transaction with the Manager or Affiliate of the Manager; or

(ii) amend any terms of this Agreement.

2.09 Annual Budget

The Manager shall develop the Annual Budget for each Fiscal Year beginning January 1, 2006. Such Annual Budget shall be prepared in accordance with the strategic plan approved by the directors of Countryside and will be submitted to the directors of Countryside US and, if services are being provided to Countryside Canada, to the directors of Countryside Canada, for approval not less than 45 days prior to the first day of such Fiscal Year. Countryside

US's and, if applicable, Countryside Canada's, board of directors shall notify the Manager not less than 30 days prior to the first day of the Fiscal Year of Countryside Canada and, if applicable, Countryside US, to which the Annual Budget relates, whether or not it has approved the Annual Budget for such Fiscal Year and such approval may be evidenced by an entry into the minutes of the meeting at which the Annual Budget is approved or otherwise in writing. In the event that the applicable directors shall fail or refuse to approve an Annual Budget as submitted, the Parties agree to negotiate in good faith, acting reasonably, to resolve any disagreement concerning the Annual Budget; provided that (i) until such disagreement is resolved, the Manager shall, to the extent practicable in the circumstances, continue to follow the Annual Budget for the immediately preceding Fiscal Year subject to reasonable adjustments for any material developments affecting Countryside US, Countryside Canada and/or their Affiliates (to the extent applicable) occurring since the preparation of the Annual Budget for the preceding Fiscal Year including asset acquisitions or dispositions and changes in capital structure, and (ii) notwithstanding any dispute over approval of an Annual Budget, the Manager at all times shall continue to be entitled to all remuneration and reimbursement of Expenses as provided for in this Agreement, including without limitation, reimbursement for Base Compensation.

2.10 Annual Distributable Cash Forecast

The Manager shall develop the Annual Distributable Cash Forecast for each Fiscal Year beginning January 1, 2006. Such forecast shall be provided to the directors of Countryside US and, if services are being provided to Countryside Canada, the directors of Countryside Canada, not less than 45 days prior to the first day of such Fiscal Year.

2.11 Quarterly Reporting

On or before the earlier of (a) the 45th calendar day or (b) the occurrence of the quarterly meeting of the Board of Directors of Countryside Canada following the end of each calendar quarter in each Fiscal Year, the Manager will provide to the directors of Countryside, a quarterly operating report (the "**Quarterly Operating Report**"). The Quarterly Operating Report shall include a summary report comparing actual expenses incurred by the Manager to the Annual Budget, an update regarding the Manager's expectations regarding the Fund's ability to meet the Annual Distributable Cash Forecast and unaudited quarterly financial statements for the Fund and each Project that prepares such financial statements in respect of the most recently completed quarter (each such financial statement shall include, to the extent prepared for such entity or Project, at a minimum, a statement of profit and loss and surplus, a statement of changes in financial position and a statement of cash flows), together with draft management's discussion and analysis of financial condition and results of operations for such quarter prepared in accordance with the requirements of Securities Laws. If requested, the Manager will also provide the directors of Countryside with less detailed monthly operating reports, which will be in a form to be mutually agreed upon by the parties at the time that such reports are requested.

2.12 Notification to Third Parties

Countryside and its direct and indirect subsidiaries shall, as required, notify other parties to the Documents and all customers and suppliers of the appointment of the Manager as the provider of the services under this Agreement and shall execute all directions and other instruments as may be reasonably necessary to document the Manager's authority under this Agreement.

2.13 Execution of Documents

In carrying out the services to be provided by the Manager hereunder or in the exercise of the authority delegated to the Manager in this Agreement, the Manager may execute, for and on behalf of Countryside and its subsidiaries any instrument or document which the Manager considers appropriate, in its sole discretion, in any manner consistent with the terms of this Agreement and Applicable Laws, including as follows:

COUNTRYSIDE US HOLDING CORP.
By its manager, COUNTRYSIDE VENTURES, LLC

Per: ______________________________
Authorized Signatory

COUNTRYSIDE CANADA POWER INC.
By its manager, COUNTRYSIDE VENTURES, LLC

Per: ______________________________
Authorized Signatory

2.14 Emergency Powers of Manager

Notwithstanding any limitation herein, in addition to the enumerated powers herein, the Manager shall have, the authority and, subject to Countryside Canada's and Countryside US's compliance with its obligations hereunder including Sections 3.01 and 4.03, obligation during the Term to exercise emergency management powers in respect of any aspect of its services, including the management, maintenance, operation and capital projects of the Projects (the "**Emergency Powers**") in order to take such immediate action the Manager in good faith believes is necessary and advisable to safeguard life or property, or to preserve Countryside US's (and Countryside Canada's if applicable) rights under insurance, as applicable, provided that (i) the Manager is unable, either due to events beyond its reasonable control or due to the circumstances in which the emergency has arisen, to obtain prior written approval from the directors of Countryside US (and Countryside Canada if applicable) to the exercise of such Emergency Powers, and (ii) upon the exercise of the Emergency Powers, the Manager shall, as soon as possible, notify the directors of Countryside US (and Countryside Canada if applicable) of the nature of the Emergency Powers exercised by it, the reasons for exercising the Emergency Powers and the costs incurred or to be incurred by it in the exercise of the Emergency Powers and to, as soon as possible, provide written confirmation of such notification.

ARTICLE 3 – FEES AND PAYMENT OF EXPENSES

3.01 Expense Reimbursement

(a) The Manager shall be entitled to reimbursement from Countryside US and, to the extent Manager provides services to Countryside Canada at its request, Countryside Canada, of all costs and expenses reasonably related to the Business incurred by the Manager and its Affiliates in carrying out the services described hereunder so long as such costs and expenses are incurred in accordance with the Annual Budget or as long as such reimbursements are permitted or required under Section 3.01(b) (such costs and expenses collectively termed the "**Expenses**").

Such Expenses will be allocated to Countryside US and Countryside Canada on a reasonable basis based on the relative benefits of the services provided by the Manager to each Party and will be reimbursed by such Party on a cost recovery basis such that the Manager and its Affiliates do not receive financial gain nor suffer financial loss for providing such services. Charges for services of Affiliates of the Manager, or personnel of such Persons, are subject to approval by the directors of Countryside US and, if applicable, Countryside Canada, that are independent of the Manager and its Affiliates either by Annual Budget approval, by specific authorization or as provided herein. For greater certainty, the Manager shall not be reimbursed under this Agreement for the costs and expenses incurred in connection with the origination, structuring or development of energy and utility infrastructure projects except as expressly set out in paragraph (f) below.

(b) The payments will be made by Countryside US and, if applicable, Countryside Canada, monthly in advance based on the Annual Budget. Within 30 days after the completion of any month, the actual costs incurred by the Manager in such month (and allocations thereof) will be determined and the advanced payment will be adjusted to reimburse the actual costs incurred. In the event of a Material Budget Deviation, the reimbursement of such amount shall be subject to the approval of the directors of Countryside US and, if applicable, the directors of Countryside Canada, in accordance with the provisions of Section 2.08(a)(i) such approval not to be unreasonably withheld or delayed. The Manager, at its option, will be relieved of the specific activity for which the associated costs are not approved and reimbursed by Countryside and shall be deemed not to be in breach of any obligation or responsibility under this Agreement for not undertaking such activities.

(c) Notwithstanding anything to the contrary herein, and subject to the Parties mutually agreeing otherwise, the aggregate reimbursement of expenses incurred by the Manager shall include, at a minimum, US$775,000 of annual base wage compensation of the Executives (the "**Base Salary**") and all associated costs, including wage burden (employer's portion of payroll related taxes) and the costs of providing benefits to the Executives of the type and level currently provided to the Current Executive Officers of Countryside (the "**Base Compensation**"). Upon the full execution and delivery of this Agreement, Countryside US shall make an initial reimbursement payment to Manager equal to (i) the amount Countryside US would have been obligated to reimburse Manager, in accordance with the prior sentence, for annual base wage compensation and all associated costs, including wage burden, if this Agreement had been effective for the period July 1, 2005 to the Effective Date less (ii) the amount of payments actually made and to be made by Countryside US Power, Inc. for salaries and all associated costs, including wage burden, for the Current Executive Officers for such period (the "**Initial Base Compensation Reimbursement**"). The Base Salary will be subject to annual review and periodic adjustment as negotiated and agreed to in good faith by the directors of Countryside US, Countryside Canada and the Manager from time to time to account for changes in the cost of living and the growth of the Fund based on recommendations of a qualified, independent compensation expert, such expert to be approved by the Parties such approval not be unreasonably withheld or delayed.

(d) The Manager is not obligated to utilize its own funds to pay any Expenses, but to the extent that it chooses to do so, subject to Section 3.01(b), it shall be reimbursed on an immediate as incurred basis.

(e) Subject to the Parties mutually agreeing otherwise in respect of any aspect of this Section 3.01(e), in addition to reimbursing the Base Compensation, Countryside US and, if applicable, Countryside Canada, will also reimburse the Manager for payments made by the Manager to the Executives under a short-term incentive plan ("**STIP**") to be adopted by the Manager which is consistent with the terms and conditions of this Agreement including this Section 3.01(e) and which shall include Operating Objectives approved by the directors of Countryside in their discretion as provided below. Countryside US, and if applicable, Countryside Canada will reimburse Manager an amount in respect of the STIP equal to 50% of the Base Salary plus the wage burden associated therewith ("**STIP Pool**"), provided that payments will be made based on: (i) meeting certain objectives relating to managing Countryside that are recommended annually by the Manager and subject to the approval of the directors of Countryside US and, if applicable, the compensation committee of Countryside Canada in their discretion (the "**Operating Objectives**"); and (ii) successfully sourcing and consummating an acquisition or investment on behalf of Countryside (the "**Acquisition Objective**"). In each year, 25% of the STIP Pool will be available to reimburse the Manager for payments made for achieving the Operating Objectives and 75% of the STIP Pool will be available to reimburse the Manager for payments made for meeting the Acquisition Objective; provided that, the payment to reimburse the Manager for meeting the Acquisition Objective shall not be less than US$291,000 plus the wage burden associated therewith. The directors of Countryside US or, if applicable, the compensation committee of Countryside Canada, will determine annually whether or not the Operating Objective for any year has been achieved by the Manager. The Acquisition Objective in any year will be achieved upon the actual financial closing of the first direct or indirect acquisition or investment by Countryside US or Countryside Canada or an Affiliate of Countryside US or Countryside Canada in such Fiscal Year that is originated, structured or developed by the Manager or an Affiliate of the Manager and reimbursement in full of the STIP Pool amount allocated to achieving the Acquisition Objective will occur on closing of the first acquisition or investment in each Fiscal Year. The acquisition of Ripon Power LLC on June 29, 2005 will satisfy the Acquisition Objective for the 2005 Fiscal Year provided that, notwithstanding anything to the contrary herein (including Section 1.01(cc)), the STIP Pool payment in respect of such acquisition shall be made on the date of the consummation of a refinancing transaction with respect to such transaction. In the event that, in any year, the directors of Countryside US and, if applicable, Countryside Canada, fail to determine the amount of the STIP Pool or the Operating Objectives, the STIP Pool and Operating Objectives from the preceding Fiscal Year shall continue to apply for such Fiscal Year. The STIP Pool is non-cumulative from year to year. Sixty percent of the amount reimbursed to the Manager for meeting the Operating Objectives will be paid by Countryside US and/or Countryside Canada (as allocated in accordance with Section 3.01(a) hereof) in the form of freely tradable treasury Units until an aggregate of CDN$500,000 of reimbursement amounts have been paid in Units (valued based on the Current Market Price of the Units on the date of payment of the reimbursement) and 40% will be paid in cash to provide for associated cash taxes payable, which for greater certainty and notwithstanding anything to the contrary herein, shall be the responsibility of the Manager. All other amounts reimbursed to the Manager for payments made by the Manager under the STIP will be paid in cash. STIP reimbursements arising from satisfying the Acquisition Objective will be made by Countryside US. The Executives will be required to hold Units received under the STIP until the earlier of the termination of this Agreement or the termination of their involvement in Manager.

(f) For investment opportunities in which Countryside or its Affiliates commit to invest in accordance Section 5.03 hereof that are originated, structured or developed by the Manager or an Affiliate of the Manager (including the acquisition of Ripon Power LLC), the Manager or its applicable Affiliate, will, to the extent not reimbursed through other means, be entitled to reimbursement of expenses incurred in good faith in the origination, development and structuring of such Development Asset (on a cost recovery basis), including employee compensation (excluding compensation paid to the Executives) and other internal and external costs. At the time a Development Asset is presented to Countryside under Section 5.03 hereof, Manager will provide a non-binding budget setting forth an estimate of the anticipated expenses relating to the origination, development and structuring of such Development Asset it being understood that such expenses are dependent on many factors both within and without the control of Manager and therefore cannot be estimated with certainty. Reimbursements relating to Development Assets located in the United States will be made by Countryside US and reimbursements relating to Development Assets located in Canada will be made by Countryside Canada. Reimbursement for the time of the Executives spent on any transaction will not be reimbursed by Countryside but the Manager or an Affiliate will be entitled to be reimbursed an amount equal to the STIP Pool Allocation for the applicable Fiscal Year for meeting the Acquisition Objective. The Manager will not be reimbursed for costs and expenses incurred in connection with the origination, structuring and development of assets or projects that Countryside does not commit to invest in or acquire under Section 5.03 hereof. Notwithstanding the foregoing, if Countryside does commit to invest in or acquire an asset or project and, for whatever reason, such investment or acquisition is not completed, the Manager and Countryside shall share equally in the expenses incurred until the date of commitment.

3.02 Long Term Incentive Plan

(a) The Manager or its designated Affiliate will be entitled to a long term incentive plan payment (the "**LTIP Interest**") in the form of a subordinated interest in each new asset, company or investment, including Ripon Power LLC and any acquisition of equity of U.S. Energy Biogas Corporation, acquired or made, directly or indirectly, by Countryside or its Affiliates and originated, structured or developed through the efforts of the Manager or an Affiliate of the Manager (a "**Development Asset**").

(b) At the time of approval of any acquisition of, or investment in, a Development Asset by the directors of Countryside US (for US Development Assets) and

Countryside Canada (for Canadian Development Assets), the Manager will submit to the directors of Countryside US or Countryside Canada (as applicable) a calculation of the base level distribution (the "**Base Level Distribution**") that is required to be paid to Countryside US or Countryside Canada (as applicable) by the Development Asset to reflect the cost of interest payments on debt incurred, and unitholder distributions on equity raised, to fund the purchase of the Development Asset. The directors of Countryside US or Countryside Canada (as applicable) will approve the Base Level Distribution at the time of the approval of the acquisition of a Development Asset or the associated financing, subject to adjustment based on the actual pricing achieved at closing of the acquisition of the Development Asset or the associated financing transaction.

(c) The Manager or its applicable Affiliate will be entitled to a distribution from the Development Asset of operating cash flow equal to 25% of the cash distributions made by the Development Asset in excess of the Base Level Distribution. Payments to the Manager will be made at the same time as the distribution is made to Countryside US or Countryside Canada or their Affiliate (as applicable). In the event that a Development Asset owned by Countryside US, Countryside Canada or their Affiliate (as applicable) makes a distribution of proceeds from capital transactions such as asset sales or recapitalizations, the Manager will be entitled to a 25% share of the capital distribution in excess of an amount required to be paid to Countryside US or Countryside Canada or their subsidiary to repay its equity and debt investment in the Development Asset.

3.03 Exchange Options

(a) Countryside US (for US Development Assets) or Countryside Canada (for Canadian Development Assets) will have an option ("**Exchange Option**") to acquire all or part of the Manager's LTIP Interest in any Development Asset by paying to the Manager unrestricted and freely tradable Units at any time after 24 months of the date of closing of the acquisition of the Development Asset, at a price equal to the average annualized annual distributions (including distributed cash and undistributed cash held in the entity owning the Development Asset) which the Manager is entitled to receive under the applicable project agreements described in Section 3.05 hereof from the associated LTIP Interest divided by the yield on Units on the date of exercise of the Exchange Option (calculated based on the volume-weighted average trading price of the Units on the Toronto Stock Exchange for the 20 consecutive trading days ending five trading days prior to the applicable date (the "**Current Market Price**")).

(b) The Manager will have an Exchange Option to convert all or part of an LTIP Interest in any Development Asset on the basis set out in paragraph (a) above unless there is a Change of Control in which case the Manager may exercise the Exchange Option at the Current Market Price within 12 months of such Change of Control.

(c) In the event that Countryside decides to engage in a transaction respecting any Development Asset that would constitute a Change of Control as to such Development Asset or the entity owning such Development Asset and in which the Manager retains an LTIP Interest, Countryside US (for Development Assets located in the United States) or Countryside Canada (for Development Assets located in Canada) will have the option of acquiring such interest in accordance with the provisions of Section 3.03(a) (notwithstanding that such sale may occur within the first two years of the date of acquisition of the Development Asset) and the Manager will have the option of exchanging such interest in accordance with the provisions of Section 3.03(b) (notwithstanding that such sale may occur within the first two years of the date of acquisition of the Development Asset).

3.04 LTIP Interest Reduction

In the event that, at any time, the Fund reduces its monthly distribution on Units due to a shortfall in distributable cash to an amount of less than CDN$0.0854 per unit, up to 25% of the distributions under the aggregate LTIP Interest to be paid during any month in which a shortfall exists shall be subject to reduction to fund the shortfall. For any month that distributions to unitholders of the Fund are equal to or in excess of CDN$0.0854 per unit, no reductions of the LTIP Interest shall be made.

3.05 Project Company Agreements

The parties will negotiate in good faith appropriate project company level documentation (e.g., operating, shareholder and/or partnership agreements) to govern the relationship between the Manager and Countryside US, Countryside Canada or their Affiliates with respect to their respective interests in the project level company of each Development Asset and provide for the rights and obligations described in Sections 3.02, 3.03 and 3.04 and containing customary terms and conditions for such agreements.

3.06 Effectiveness

Notwithstanding Section 1.01(cc), Sections 3.01(f), 3.02, 3.03, 3.04 and 3.05 shall be deemed effective commencing immediately upon the closing of Countryside US acquisition of Ripon Power LLC on June 29, 2005.

ARTICLE 4– RECORDS

4.01 Books and Records

The Manager will maintain proper books, records and documents in which complete, true and correct entries, in conformity in all material respects with applicable GAAP and all requirements of Applicable Laws, will be made in respect of all dealings and transactions in relation to the Business as it relates to Countryside US and Countryside Canada and the performance of the services under this Agreement.

4.02 Examination of Records by Countryside Canada

The Manager shall make available to Countryside US and Countryside Canada, as applicable, and their authorized representatives, for examination, audit, inspection and transcription at all reasonable times upon reasonable notice (not to exceed two Business Days), all books, records and documents required to be maintained by it under Section 4.01. In addition, the Manager shall make available to Countryside US and, if services are being provided to Countryside Canada at the request of Countryside Canada, Countryside Canada, and their authorized representatives, such financial and operating data in respect of all dealings and transactions in relation to the Business and the performance of the management services under this Agreement as may be in existence and as Countryside US and Countryside Canada or their authorized representatives shall from time to time reasonably request, including for the purposes of conducting any audit in respect of expenses of Countryside US and Countryside Canada or other matters necessary or advisable to be audited relating to Countryside US and Countryside Canada. Any examination of records shall be conducted in a manner that will not unduly interfere with the conduct of the Business or of the Manager’s business in the ordinary course.

4.03 Access to Information and Cooperation with Manager

The Manager shall have full access to all documentation and information and access to and cooperation from the directors, employees, agents and representatives of Countryside US and Countryside Canada, if applicable, and their direct and indirect subsidiaries necessary in order for the Manager to perform its obligations, covenants and responsibilities pursuant to the terms hereof, including (a) access to all of the books, records and documents, financial and operating data of Countryside US and Countryside Canada, if applicable, the Projects and the Business; and (b) timely funding of all required expenditures by Countryside US and Countryside Canada, if applicable and their direct and indirect subsidiaries; and (c) timely delivery of information respecting material developments and events of the Projects.

4.04 Compliance

The Manager shall deliver to the directors of Countryside US or Countryside Canada, as applicable, within 90 days after the end of each Fiscal Year, a certificate signed on behalf of the Manager by the Executives stating that a review of the activities of the Manager during the preceding Fiscal Year has been made under the supervision of the Executives and that, based on such review and to the best of their knowledge, the Manager has fulfilled its obligations under and complied with all of the terms of this Agreement in all material respects and that no default hereunder (or event which, with notice or lapse of time or both, could become a default hereunder) occurred during such Fiscal Year.

ARTICLE 5 – ACTIVITIES OF THE MANAGER

5.01 No Additional Duty

The Manager shall only have the duties and obligations expressly provided for in this Agreement and no other obligation or duty shall be implied. No standard of care, other than as set forth in Section 2.04 above, shall apply or be implied in relation to the performance, by the Manager, of services or the other duties and obligations to be provided hereunder, including the origination, structuring and development of new investment opportunities and acquisitions.

5.02 Other Activities

The Parties acknowledge and agree that:

(a) personnel (including the Executives) may be employed or contracted directly by the Manager or may be seconded from one or more of the Manager’s Affiliates on a full-time or part-time basis. Such personnel shall not be required to devote their time exclusively to or for the benefit of Countryside US or Countryside Canada, as applicable, the Business or the Projects; however, the Executives shall be required to devote a significant majority of their time to such matters and the originating, structuring and developing energy and utility infrastructure projects that are reasonably expected to be within the acquisition criteria of Countryside;

(b) the Manager may not at any time during the currency of this Agreement, except in connection with the origination, structuring, development and ownership of energy and utility infrastructure projects utilizing its own (or third party) capital and resources (provided Manager has complied with its obligations under Sections 5.02(a) and 5.03 hereof) either individually or in partnership, jointly or in conjunction with any person, firm, corporation, or any other entity whether as principal, agent, employee or shareholder or in any other manner whatsoever, provide management services to or carry on or be engaged in or be concerned with or interested in or permit its name or any part thereof to be used or employed by any person, firm or corporation or other entity engaged in or concerned with any business which is the same as or similar to the Business, except as a shareholder holding less than 2% of the outstanding shares of a corporation offering its shares to the public;

(c) the Manager may not at any time during the currency of this Agreement engage in any business that is unrelated to the energy or utility sectors; and

(d) in the event that the interests of the Manager come into conflict with those of Countryside US, Countryside Canada or their Affiliates, the Manager is obliged to make decisions acting in good faith. In the event of any such conflict of interest, the Manager shall give written notice to Countryside US and Countryside Canada prior to taking any action in respect of such matter, and such notice shall set forth the reasons for such conflict. Thereafter, the directors of Countryside US or Countryside Canada, if applicable, independent of the Manager, on behalf of Countryside US and/or Countryside Canada, shall approve the taking of all such actions or making of all such decisions relating to the matters giving rise to the conflict of interest.

5.03 Right of First Opportunity

The Manager and its Affiliates will provide Countryside US (for opportunities located in the United States) and Countryside Canada (for opportunities located in Canada) with the first opportunity to purchase any asset, entity or investment that would meet the investment criteria for Countryside and the Fund (an "**Acquisition Opportunity**") that it: (i) develops (whether on behalf of Countryside or not); or (ii) owns or controls, provided that no right of first opportunity will be required to be provided for an Acquisition Opportunity if the terms of any agreement governing the Acquisition Opportunity prevent the Manager or its Affiliate from providing such right. Countryside will have a period of 30 calendar days, from and including the date it receives notice of the Acquisition Opportunity, to advise the Manager or its Affiliate that it wishes to pursue the Acquisition Opportunity. If Countryside US or Countryside Canada, as applicable, does not provide notice of its intention to pursue the Acquisition Opportunity within 30 calendar days of the date of notice by the Manager, the Manager will be free to offer the Acquisition Opportunity to third parties or pursue it for its own account. If Countryside US or Countryside Canada, as applicable, provides notice of its intention to pursue the Acquisition Opportunity within 30 calendar days of the date of notice by the Manager, Countryside US or Countryside Canada, as applicable, will be deemed to have committed respecting such Acquisition

Opportunity for purposes of Section 3.01(f) hereof. Countryside US or Countryside Canada, as applicable, has a period of 60 days of such notice to enter into a binding agreement to purchase or invest in the Acquisition Opportunity provided that Countryside US or Countryside Canada will notify Manager promptly if it decides to cease pursuit of the opportunity prior to the expiration of such 60 day period. If Countryside has not entered into a binding agreement to purchase or invest in the Acquisition Opportunity during such period or provides notice that it no longer wishes to pursue the opportunity, the Manager or its Affiliate will be free to offer the Acquisition Opportunity to third parties or pursue it for its own account provided that Countryside US and Countryside Canada's reimbursement obligations under Section 3.01(f) hereof shall remain in effect, but such reimbursement obligation shall not apply in respect of costs and expenses incurred before the date of the commitment if any of the Manager, its Affiliate or a third party to which the Manager has offered the Acquisition Opportunity complete the transaction. If the Manager or its Affiliate has provided Countryside US or Countryside Canada with an opportunity to purchase an Acquisition Opportunity and Countryside US or Countryside Canada, as applicable, decided to not to invest in such opportunity or did not enter into a binding agreement of purchase and sale within the prescribed time, the Manager shall not be obligated to provide Countryside US or Countryside Canada with a further right of first opportunity to invest in such Acquisition Opportunity in the event that the Manager invested in, or otherwise acquired an interest in or proceeded to develop, such Acquisition Opportunity. The Manager is required to keep the directors of Countryside informed of all potential Acquisition Opportunities it is pursuing and is required to provide quarterly updates to the directors of Countryside on such activities.

5.04 Reliance

In carrying out its duties hereunder, the Manager and its delegates shall be entitled to rely on:

(a) statements of fact of other Persons (any of which may be Persons with whom the Manager is Affiliated or associated) who are considered by the Manager, acting reasonably and in accordance with Section 2.04, to be knowledgeable of such facts; and

(b) statements from, the opinion or advice of, or information from any solicitor, auditor, valuator, consultant, engineer, surveyor, appraiser or other expert selected by the Manager (herein "**Experts**"), provided the Manager exercised reasonable care and diligence consistent with that required under Section 2.04 in selecting such Expert to provide such statements, opinion, advice or information.

Subject to Section 3.01(a), the Manager may, from time to time, employ or engage Experts as may be necessary for the proper discharge of its services and other duties to be provided hereunder.

The Manager may rely, and shall be protected in acting, upon any instrument or other document reasonably believed by it to be genuine and in force.

5.05 Liability of Manager

Notwithstanding anything contained herein the Manager, its members, Affiliates, associates and any Person who is serving or shall have served as a director, manager, officer, employee secondee or agent of the Manager (collectively, the "**Service Providers**"), shall not, either directly or indirectly, be liable, answerable or accountable to Countryside, for:

(a) any loss or damage resulting from, incidental to or relating to the performance or non-performance of services hereunder by any of the Service Providers (irrespective of whether such services have been provided before the Effective Date), including any exercise or refusal to exercise a discretion, any mistake or error of judgement or any act or omission believed by the Service Provider in good faith to be within the scope of authority conferred thereon by this Agreement, unless such loss or damage resulted from the fraud, wilful misconduct, dishonesty, bad faith or gross negligence of a Service Provider in performing the services provided for hereunder;

(b) any loss or damage resulting from, incidental to or relating to the performance or non-performance of services hereunder by any of the Service Providers (irrespective of whether such services have been provided before the Effective Date), where such loss or damage is attributable to acting in accordance with the instructions provided by the directors of Countryside;

(c) any loss or damage resulting from, incidental to or relating to the acts or omissions of any Person to which the Manager has delegated performance of any of its obligations and duties hereunder (irrespective of whether such delegation or act or omission occurred prior to the Effective Date), provided that in making such delegation, the Manager has acted in accordance with Section 2.04;

(d) any loss or damage resulting from, incidental to or relating to any act or omission by any of the Service Providers (irrespective of whether such act or omission occurred prior to the Effective Date), provided that such act or omission is based upon the Service Provider's good faith reliance on (i) statements of fact of other Persons (any of which may be Persons with whom the Manager is Affiliated) who are considered by the Manager, acting reasonably and in accordance with Section 2.04, to be knowledgeable of such facts; or (ii) the opinion or advice of or information obtained from any Expert, provided the Manager exercised reasonable care and diligence consistent with that required under Section 2.04 in selecting such Expert; or

(e) any damage, injury or loss of an indirect or consequential nature, including loss of profits, suffered by Countryside (or their respective shareholders, employees, agents, servants, or those for whom it is in law responsible) which is in any way connected with the Business or the performance or non-performance of this Agreement and the services to be provided hereunder (irrespective of whether such services have been provided before the Effective Date), however and whenever caused, and whether arising in contract, tort or otherwise.

Each of the Parties hereby acknowledges and agrees that the limits of liability provided for in this Section 5.05 shall not only be enforceable by the Manager but shall also be enforceable directly by each of the other Service Providers and it is agreed that the Manager shall hold in trust and enforce (to the extent necessary), for the benefit of such Service Providers, the limitations of liability conferred by this Section 5.05.

5.06 D&O Insurance

During the term of this Agreement and for six years thereafter, Countryside Canada, at its own expense, shall procure and maintain at all times directors and officers liability insurance coverage covering the current and former directors, officers, managers and employees of the Manager and Countryside Administration respecting their acts and omissions relating to, arising under or contemplated by this Agreement and the Administration Agreement with carriers and on terms and conditions reasonably acceptable to the Manager. Canada may satisfy its obligation under this Section 5.06 by including Manager and Countryside Administration and their directors, officers, employees and managers in the directors and officers policy obtained for the trustees and the directors and officers of the Fund's direct and indirect subsidiaries provided that coverage provided all covered persons is identical and the carriers and terms and conditions of such coverage are reasonably acceptable to Manager. The parties shall cooperate and consult with each other and the Fund's insurance broker to ensure that the directors and officers insurance policies required by this section is procured in a timely manner and maintained throughout the required period and that the insured's obligations under the policies are complied with and their rights under the policies enforced. In the event Countryside Canada fails to comply with this Section, Manager may, but shall not be obligated to, procure directors and officers insurance in accordance with this Section 5.06 and Countryside Canada and Countryside US shall immediately reimburse Manager for its associated costs.

5.07 Confidentiality

The Manager hereby agrees that, unless the prior written consent of Countryside US or Countryside Canada is obtained, the Manager will not at any time use, or disclose or make available to any Person, any information (herein "**Confidential Information**") concerning the Business relating to Countryside acquired in connection with the performance of the services by the Manager hereunder, provided that notwithstanding the foregoing, but subject to Applicable Law:

(a) the Manager may make use of, reveal or disclose Confidential Information:

(i) as may be expressly permitted by, or necessary for the performance of, the Manager's obligations under this Agreement;

(ii) where it is already in the public domain when disclosed to the Manager or becomes, after having been disclosed to the Manager, generally available to the public through publication or otherwise unless the publication or other disclosure was made directly or indirectly by the Manager in breach of this Agreement;

(iii) as required in order to comply with Applicable Laws, the orders or directions of any Governmental Authority, the requirements of any stock exchange or clearing house, or the requirements of any other regulatory authority having jurisdiction, including compliance with the disclosure obligations of the Manager provided that the Manager will provide immediate notice to Countryside of the request for Confidential Information in order to allow Countryside to take all necessary steps to seek a protective order or other appropriate remedy;

(iv) where it was made available to the Manager on a non-confidential basis from a third party source that the Manager knows is not bound by any confidentiality obligation, or where such information can be demonstrated by the Manager to have come into its possession independently of anything done by the Manager under or pursuant to this Agreement;

(v) to Affiliates of the Manager, and to the directors, officers, employees, agents or other representatives (including consultants, financial institutions and other advisors) of the Manager, provided such Persons have agreed or are under a legal obligation to maintain such Confidential Information in confidence on terms substantially similar to those in this Section 5.07; and

(vi) as necessary in connection with any dispute resolution or any litigation commenced in respect of this Agreement.

(b) the Parties agree that the obligations under this Section 5.07 shall expire and be at an end on the second anniversary of the termination of the Manager's appointment hereunder.

ARTICLE 6– SUCCESSION AND DELEGATION

6.01 Assignment

The Manager may not sell or assign its rights and obligations under this Agreement to a third party without the prior written consent of Countryside US and, if services are being provided to Countryside Canada at the request of Countryside Canada, Countryside Canada. Countryside may jointly assign its rights and obligations under this Agreement, in its sole discretion, (i) to a *bona fide* lender as security, including as security for any guarantee granted by Countryside in respect of the obligations of its Affiliates to any third party or parties providing *bona fide* financing to such Affiliates, or (ii) any purchaser of all, or substantially all, of the assets of Countryside Canada and Countryside US. Upon any assignment by Countryside or the Manager in accordance with this Section 6.01, Countryside, the Manager and the applicable assignee shall execute and deliver such documents as are necessary to give effect to such assignment on the terms herein and as otherwise agreed between such parties.

6.02 Assistance with Manager's Obligations

(a) Subject to and in accordance with the terms and conditions herein contained, the Manager may engage other Persons to assist it in the performance of any of its duties and obligations under this Agreement including any Affiliate of the Manager, provided that such engagement shall not relieve the Manager of the responsibility for ensuring the performance of its duties and obligations under this Agreement.

(b) Subject to the prior approval of the directors of Countryside US and, if services are being provided to Countryside Canada at the request of Countryside Canada, Countryside Canada, who are independent of the Manager, the Manager may contract with Affiliates to provide services to Countryside US or Countryside Canada, as applicable, not otherwise provided for in this Agreement.

ARTICLE 7 – INDEMNIFICATION

7.01 Indemnification of Manager

The Manager, any Person who is or has been a member of Manager or who is serving or shall have served as a director, officer, manager or employee of Manager and its Affiliates and any Service Provider (collectively, the "**Manager Indemnitees**") shall be indemnified and saved harmless by Countryside US and Countryside Canada from and against all losses, claims, damages, liabilities, obligations, costs and expenses (including judgments, fines, penalties, amounts paid in settlement, counsel and accountants' fees) of whatsoever kind or nature (collectively, "**Claims**") incurred by, borne by or asserted against any of such indemnified parties in any way arising from or relating to the performance by the Manager of its obligations under this Agreement, unless such Claims arise principally and directly from the fraud, wilful misconduct, dishonesty, bad faith or gross negligence of any of the Manager Indemnitees. The foregoing right of indemnification shall not be exclusive of any other rights to which the Manager or the Manager Indemnitees may be entitled as a matter of law or equity or which may be lawfully granted to such person.

7.02 Indemnification of Countryside

Subject to limitations on liability of the Manager contained in this Agreement, Countryside US and Countryside Canada and any Person who is serving or shall have served as a director, officer or employee of Countryside US or Countryside Canada (the "**Countryside Indemnitees**") shall be indemnified and saved harmless by the Manager from and against all losses, claims, damages, liabilities, obligations, costs and expenses (including judgments, fines, penalties, amounts paid in settlement, counsel and accountants' fees) of whatsoever kind or nature (collectively, "**Countryside Claims**") incurred by, borne by or asserted against any of such indemnified parties which arise principally and directly from the fraud, wilful default or gross negligence of the Manager or its Affiliates or any Service Provider in the performance of its obligations hereunder, unless such Countryside Claims arise from the fraud, wilful default or gross negligence on the part of a Countryside Indemnitee.

The foregoing right of indemnification shall not be exclusive of any other rights to which the Countryside Indemnitees may be entitled as a matter of law or equity or which may be lawfully granted to such Person.

7.03 Method of Asserting Claims

(a) If a Party entitled to indemnification pursuant to the terms hereof (the "**Indemnified Party**") intends to seek indemnification under this Article 7 from the other Party (the "**Indemnifying Party**"), the Indemnified Party shall give the Indemnifying Party notice of such claim for indemnification promptly following the receipt or determination by the Indemnified Party of actual knowledge or information as to the factual and legal basis of any claim which is subject to indemnification and, where such claim results from the commencement of any claim or action by a third party, promptly following receipt of written notice of such third party claim or action. The failure of or delay by an Indemnified Party to so notify the Indemnifying Party (as set forth above) shall not relieve the Indemnifying Party of its indemnification obligations hereunder to the Indemnified Party, however the liability which the Indemnifying Party has to the

Indemnified Party pursuant to the terms of this Article 7 (and for which the Indemnifying Party will be obligated to indemnify the Indemnified Party in respect of) shall be reduced to the extent that any such delay in or failure to give notice as herein required prejudices in a substantial manner the defence of any such action, suit, proceeding, investigation or claim, or otherwise results in any increase in the liability which the Indemnifying Party has under its indemnity provided for herein.

(b) The Indemnifying Party, at its sole cost and expense, shall have the right to assume the defence of any claim, action, suit, proceeding or investigation brought against the Indemnified Party with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided that the Indemnifying Party will not, without the Indemnified Party's prior written consent (such consent not to be unreasonably withheld), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder (whether or not the Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination does not impose an injunction or other equitable relief, does not include an admission which is prejudicial to the Indemnified party and includes a release of the Indemnified Party from all liabilities arising out of such action, suit, proceeding, investigation or claim.

(c) Notwithstanding the foregoing:

(i) if the defendants in any such action, suit, proceeding or investigation include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party is reasonably advised by counsel that there are legal defences available to the Indemnified Party that are additional to those available to the Indemnifying Party and that in such circumstances representation by the same counsel would be inappropriate; or

(ii) if the Indemnified Party shall have reasonably concluded that the Indemnifying Party is not taking or has not taken, all necessary steps to diligently defend such claim, action, suit, proceeding or investigation, the Indemnified Party has provided written notice of same to the Indemnifying Party, and the Indemnifying Party has not rectified the situation within a reasonable period of time;

then the Indemnified Party shall have the right to retain separate counsel, the reasonable costs of which shall be at the Indemnifying Party's expense, to represent the Indemnified Party and to otherwise participate in the defence of such claim, action, suit, proceeding or investigation on behalf of such Indemnified Party.

(d) Notwithstanding anything herein contained, an Indemnified Party shall have the right, at its sole cost and expense, to retain counsel to separately represent it in connection with the negotiation, settlement or defence of any claim, action, suit, proceeding or investigation brought by a third party provided, for further certainty, that such counsel shall not, unless agreed by the Indemnifying Party, assume control of the negotiation, settlement or defence.

(e) Except to the extent expressly provided herein, no Indemnified Party shall settle any claim or action with respect to which it has sought or intends to seek indemnification pursuant to this Article 7 without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

7.04 Net Amount

In the event that an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 7, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual out-of-pocket loss, net of any insurance proceeds or other amount recovered from any other Person.

7.05 Third Party Beneficiaries

Each of the Parties hereby acknowledges and agrees that the rights of indemnification provided for in this Article 7 shall not only be enforceable by the Parties hereto but shall be enforceable directly by each of the Manager Indemnitees and the Countryside Indemnitees, and in this respect it is further acknowledged and agreed that:

(a) the Manager is acting as agent and trustee for the Manager Indemnitees as regards the covenants of Countryside, pursuant to Section 7.01, with respect to indemnification of the Manager Indemnitees; and

(b) Countryside is acting as agent and trustee for the Countryside Indemnitees as regards the covenants of the Manager, pursuant to Section 7.02, with respect to indemnification of the Countryside Indemnitees.

ARTICLE 8 – TERM

8.01 Term

Except as otherwise provided herein with respect to specific provisions, this Agreement shall become effective as of the Effective Date and, subject to Section 8.02, shall continue in full force and effect until September 1, 2025 (the "**Initial Term**") and may only be terminated in the circumstances described in Article 9.

8.02 Renewal

This Agreement shall be automatically renewed upon expiry of the Initial Term for additional five-year terms (each a "**Renewal Term**") unless, at least six months prior to the expiration of the then current term, a majority of the directors of each of Countryside US and Countryside Canada who are independent of the Manager determine not to renew this Agreement and Countryside US and Countryside Canada provide the Manager with written notice indicating that the Agreement shall not be renewed at the expiration of the then current term.

8.03 Survival

Any obligation of the Parties pursuant to the terms hereof that accrued prior to the termination of the Agreement shall survive the termination of the Agreement, including, for further certainty, under the long term incentive plan and any other payment obligations of Countryside US or, if applicable, Countryside Canada, in respect of amounts accrued to and in favour of the Manager hereunder together with all indemnification obligations. On termination of the Agreement, any LTIP Interest outstanding at that time shall continue for a period expiring on the date that is 20 years from the date of acquisition of the Development Asset for which the LTIP Interest was made. Termination of the Agreement by Countryside will not affect the Exchange Options. Termination of the Agreement by the Manager will not affect the Exchange Options except that in the case of a termination by the Manager due to a Countryside Event of Default, the Exchange Option in favour of Countryside will terminate, and in the case of a termination by the Manager under Section 9.02(c), the Exchange Option in favour of the Manager shall terminate.

ARTICLE 9 – TERMINATION

9.01 Events of Default

(a) Upon the occurrence of any of the following events, Countryside shall be deemed to be in default of this Agreement, each of which shall be deemed to be an event of default (each, a "**Countryside Event of Default**"):

(i) the bankruptcy, insolvency or receivership of Countryside US or Countryside Canada; or

(ii) a default by Countryside US or Countryside Canada in the performance of a material obligation under this Agreement (other than as a result of the occurrence of a Force Majeure event) which is not cured within 60 days of written notice being given by the Manager to Countryside US or Countryside Canada of the default (provided their shall be no cure period for a default under Section 5.06 hereunder), or if such default is not reasonably capable of being cured within 60 days, Countryside US or Countryside Canada, as applicable, has not taken all reasonable steps to cure such default as soon as possible thereafter but in any event within 128 days.

(b) Upon the occurrence of any of the following events, the Manager shall be deemed to be in default of this Agreement, each of which shall be deemed to be an event of default (each, a "**Manager Event of Default**"):

(i) the bankruptcy, insolvency or receivership of the Manager;

(ii) fraud, wilful default or gross negligence committed by the Manager; or

(iii) default by the Manager in the performance of a material obligation under this Agreement (other than as a result of the occurrence of a Force Majeure event) which is not cured within 60 days of written notice being given by Countryside to the Manager of the default, or if such default is not reasonably capable of being cured within 60 days, the Manager has not taken all reasonable steps to cure such default as soon as possible thereafter but in any event within 128 days.

9.02 Termination Rights

(a) Upon the occurrence of an Countryside Event of Default, without recourse to legal process and without limiting any other rights or remedies which the Manager may have at law or otherwise, the Manager may immediately terminate this Agreement by delivery of a written notice of termination to Countryside US and Countryside Canada.

(b) Upon the occurrence of a Manager Event of Default, without recourse to legal process and without limiting any other rights or remedies which Countryside may have at law or otherwise, Countryside may immediately terminate this Agreement by prior written notice of such termination delivered to the Manager.

(c) The Manager may terminate this Agreement (i) at any time after the first five years of the term of the Agreement or (ii) at any time within one year of a Change of Control upon 180 days' written notice to Countryside US and Countryside Canada. In the case of a termination in accordance with Section 9.02(c)(ii), Countryside US and Countryside Canada will reimburse Manager for actual reasonable costs associated with such termination. In the context of such a termination, the Manager will co-operate with Countryside and use commercially reasonable efforts to ensure that the transition to the new manager is undertaken in an orderly manner that ensures no material adverse impact to Countryside.

(d) Countryside US and Countryside Canada will have the right to jointly terminate this Agreement at any time after the first five years with the payment to the Manager of a fee equal to (i) its actual costs associated with the termination plus an amount equal to two times the previous year's compensation paid to the Executives by the Manager and reimbursed by Countryside US and, if applicable, Countryside Canada, for the Base Salary and under the STIP for achieving the Operating Objectives plus the wage burden associated therewith or, (ii) if such termination occurs within 12 months of a Change of Control, 2.9 times the previous year's compensation paid to the Executives by the Manager and reimbursed by Countryside US and, if applicable, Countryside Canada, for the Base Salary and under the STIP for achieving the Operating Objectives plus the wage burden associated therewith.

(e) In the event of a Change of Control prior to the fifth anniversary of this Agreement, Countryside US and Countryside Canada will have the right to jointly terminate this Agreement at any time with the payment to the Manager of a fee equal to the greater of (i) its actual costs associated with the termination plus an amount equal to 2.9 times the previous year's compensation paid to the Executives by the Manager and reimbursed by Countryside US and, if applicable, Countryside Canada, for the Base Salary and under the STIP for achieving the Operating Objectives plus the wage burden associated therewith and (ii) its actual costs associated with the termination plus an amount equal to (A) the previous year's compensation paid to the Executives by the Manager and reimbursed by

Countryside US and, if applicable, Countryside Canada, for the Base Salary and under the STIP for achieving the Operating Objectives times (B) five less the number of years and fractions thereof since the date of this Agreement (such that, for example, if this Agreement were terminated one year and three months after the date of this Agreement, such amount would be five less 1.25, being 3.75) plus the wage burden associated therewith.

9.03 Dispute as to the Occurrence of an Event of Default

Should a Party dispute in good faith that a Countryside Event of Default or a Manager Event of Default, as the case may be, has occurred under this Article 9, such dispute shall be submitted to arbitration by the disputing Party (in accordance with the provisions of Article 11 hereof) no later than 20 Business Days following the occurrence of the event of default or, in the case of an event of default under Section 9.01(b)(ii), 20 Business Days from Manager's receipt of notice from Countryside that it purports to have exercised its termination right, or in the case of a default under Sections 9.01(a)(ii) or 9.01(b)(iii), the expiry of the applicable cure period.

9.04 Post Termination Arrangements

In the event of a termination of this Agreement under Section 9.02:

(a) the Manager shall deliver to Countryside all books, records, accounts, documents, plans, systems, manuals and all copies thereof relating to the Business of Countryside, which it developed and maintained in connection with the performance of its obligations and duties associated with the provision of services pursuant to this Agreement except that Manager may retain one copy for archival purposes; and

(b) the Parties shall take all steps as may be reasonably required to complete any final accounting of amounts owing between them and to provide, if applicable, for the completion of any other matter contemplated by this Agreement.

ARTICLE 10 – FORCE MAJEURE

10.01 Consequences of Force Majeure

During the occurrence of an event of Force Majeure, the obligations of the Party affected by such event of Force Majeure, to the extent that such obligations cannot be reasonably performed as a result of such event of Force Majeure, shall be suspended, and such Party shall not be considered to be in breach or default hereunder, for the period of such occurrence, except that:

(a) the occurrence of an event of Force Majeure affecting Countryside US or Countryside Canada but not affecting the performance of the Manager's obligations hereunder shall not relieve Countryside US or Countryside Canada, if applicable, from its obligations to make payments in respect of expenses incurred by the Manager for which it is obligated to reimburse the Manager hereunder; and

(b) upon the occurrence of an event of Force Majeure affecting the Manager, and during the continuance thereof (i) Countryside US and, if applicable, Countryside Canada, shall continue to be obligated to make payment of all Expenses, whether incurred before or after the event of Force Majeure, and (ii) Countryside US and, if applicable, Countryside Canada and their Affiliates shall continue to be obligated to make payment of all fees earned or accrued to the Manager (including distributions under the LTIP Interests), including for the months in respect of which the event of Force Majeure occurred, as well as for the two months immediately following such months.

The suspension of performance shall be of no greater scope and of no longer duration than is required by the event of Force Majeure.

10.02 Notice

The Party seeking to invoke the benefit of Section 10.01 shall (a) give the other Party prompt written notice of the particulars of the event of Force Majeure and, if reasonably ascertainable, its expected duration, and (b) use its commercially reasonable efforts to remedy its inability to perform.

ARTICLE 11 – RESOLUTION OF DISPUTES AND ARBITRATION

11.01 Disputes

Where so provided in this Agreement, and in any other instance where agreed to in writing by the Parties, a dispute or disagreement of any kind or nature between the Parties arising out of or in connection with this Agreement (a "**Dispute**") will be resolved in accordance with this Article 11 to the extent permitted by law.

11.02 Arbitration

(a) Any Dispute required to be submitted to arbitration hereunder or which the Parties agree in writing to submit to arbitration hereunder, shall be presided over by three arbitrators, one chosen by Countryside, one chosen by the Manager and one chosen by the Countryside appointee and Manager appointee, pursuant to the procedure set forth in this Section 11.02 and pursuant to the provisions of the *Arbitration Act, 1991* (Ontario) (the "**Arbitration**"). If the provisions of this Section 11.02 are inconsistent with the provisions of the *Arbitration Act, 1991* (Ontario) and to the extent of such inconsistency, the provisions of this Section 11.02 shall prevail.

(b) Either Party may commence a proceeding for arbitration of a Dispute by making a demand for arbitration of a Dispute by sending a notice (the "**Arbitration Notice**") in writing to the other Party, setting forth the nature of the Dispute, the amount involved and the name of the arbitrator such initiating Party chooses as its nominee.

(c) Within 10 days after deemed receipt of the Arbitration Notice by the Party to whom it is sent, the other Party shall provide the name of the arbitrator such party chooses as its nominee and within a further five day period, the two arbitrators shall select a third arbitrator.

(d) Arbitration hearings shall be held in Toronto, Ontario, and shall commence no later than 30 days after the appointment of the third arbitrator in accordance with

Section 11.02(c). The decision of the arbitrators shall be final, without appeal, and binding upon the Parties.

(e) Countryside shall bear the costs and expenses of arbitrators, lawyers, consultants, advisors, witnesses and employees retained in any Arbitration provided that the Manager's legal expenses shall only be paid by Countryside so long as Manager's legal position is taken in good faith.

11.03 Continued Performance

Notwithstanding Article 9, during the period in which a Party may initiate the Dispute Resolution Procedures pursuant to Section 9.03 and during the conduct of Dispute resolution procedures pursuant to this Article 11, the Parties shall continue to perform their respective obligations under this Agreement and neither Party shall exercise any other remedies to resolve such Dispute.

ARTICLE 12 – GENERAL MATTERS

12.01 No Partnership, Joint Venture or Trust

The Parties are not and shall not be deemed to be partners or joint venturers with one another and nothing herein shall be construed so as to impose any liability as such on any of them. The Parties agree that the Manager shall perform its duties and obligations under this Agreement as an independent contractor (with its duties and obligations as expressly provided herein) for and on behalf of Countryside US, and if services are being provided to Countryside Canada at the request of Countryside Canada, Countryside Canada, and it is acknowledged and agreed that only where the Manager undertakes execution of contracts or other instruments for and on behalf of Countryside US or Countryside Canada, if applicable, may the Manager then be acting as an agent of Countryside US or Countryside Canada, if applicable, or their direct or indirect subsidiaries. In no circumstances shall the Manager (or the Executives) be, or be deemed to be, a fiduciary or trustee for any Person, whether or not a Party, in connection with the discharge by the Manager of such duties and obligations.

12.02 Licence to Use Name

Countryside hereby grants to the Manager a licence to use the primary name of its publicly traded Affiliate, (currently "Countryside" and generally the "**Primary Name**") in its corporate name and grants a licence to conduct business using the Primary Name for so long as it remains the manager of Countryside. In the event that the Manager ceases to be the manager of Countryside or its Affiliates and this Agreement terminates, this licence shall terminate. Within 30 days of the termination of this Agreement, the Manager is required to change its name to remove the Primary Name from it and following the termination of this Agreement, the Manager shall cease to conduct business under the Primary Name.

12.03 Amendments

This Agreement shall not be amended or varied in its terms by oral agreement or by representations or otherwise except by instrument in writing executed by the duly authorized representatives of the Parties hereto or their respective successors or assigns and, in the case of Countryside, approved by a majority of the directors who are independent of the Manager.

12.04 Severability

The provisions of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provisions of this Agreement under applicable law, such unenforceability or invalidity shall not render any of the other terms, covenants, conditions or provisions hereof unenforceable or invalid; and the Parties agree that this Agreement shall be construed as if such unenforceable or invalid term, covenant or condition was never contained herein.

12.05 Notice

All notices required or permitted pursuant to the terms of this Agreement shall be in writing and shall be given by reputable overnight courier, next business day delivery to the address for the Manager or Countryside, as applicable, as set forth below. Any such notice or other communication so given and delivered hereunder shall be conclusively deemed to have been given or made and received on the next Business Day following the day of delivery or transmittal. The Parties hereto may give from time to time written notice of change of address in the manner aforesaid.

Notices shall be provided:

(a) To Countryside US:

495 Richmond Street
Suite 920
London, ON N6A 5A9

Attention: Chairman of the Board
Fax No.: (519) 435-0396

(b) To Countryside Canada:

495 Richmond Street
Suite 920
London, ON N6A 5A9

Attention: Chairman of the Board of Directors
Fax No.: (519) 435-0396

(c) To Manager:

c/o Eilenberg & Krause LLP
11 East 44th Street NY
New York 10017

Attention: Chief Executive Officer
Fax No.: (212) 986-2399

12.06 Governing Law and Attornment

The provisions of this Agreement (including an arbitration pursuant to Section 11.02) shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any legal actions or proceedings with respect to this Agreement shall be brought in the courts of the Province of Ontario. Each Party hereby attorns to and accepts the exclusive jurisdiction of such courts.

12.07 Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

12.08 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understanding and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

12.09 Waivers

No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, such waiver shall be limited to the specific breach waived. Waivers by Countryside shall be approved by the directors of Countryside who are independent of the Manager and its Affiliates.

12.10 Further Assurances

Each of Countryside and the Manager shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

12.11 Time of the Essence

Time shall be of the essence in respect of this Agreement.

12.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their proper officers duly authorized in that behalf as of the day and year first above written.

COUNTRYSIDE VENTURES LLC

Per: *"Goran Mornhed"*

Name: Goran Mornhed
Title: President and Chief Executive Officer

COUNTRYSIDE US HOLDING CORP.

Per: *"James Sardo"*

Name: James Sardo
Title: Director

COUNTRYSIDE CANADA POWER INC.

Per: *"James Sardo"*

Name: James Sardo
Title: Director