

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **April 29, 2021**

ATLANTIC POWER CORPORATION

(Exact name of registrant as specified in its charter)

British Columbia, Canada
(State or other jurisdiction of
incorporation or organization)

001-34691
(Commission File Number)

55-0886410
(IRS Employer Identification No.)

3 Allied Drive, Suite 155
Dedham, MA
(Address of principal executive offices)

02026
(Zip Code)

(617) 977-2400
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Exchange on which registered
Common Shares, no par value, and the associated Rights to Purchase Common Shares	AT	The New York Stock Exchange

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On April 29, 2021, Atlantic Power Corporation (“Atlantic Power” or the “Company”), Atlantic Power Preferred Equity Ltd. (“APPEL”), a wholly-owned subsidiary of the Company, Atlantic Power Limited Partnership (“APLP”), a wholly-owned subsidiary of the Company, and Tidal Power Holdings Limited and Tidal Power Aggregator, L.P. (collectively the “Purchasers”), each an affiliate of infrastructure funds managed by I Squared Capital Advisors (US) LLC, entered into the second amendment (the “Second Amendment”) to the Arrangement Agreement dated January 14, 2021, as amended on April 1, 2021 (as may be further amended from time to time, the “Arrangement Agreement”) in connection with the previously announced transaction among them (the “Transaction”). The Second Amendment provides for mutual covenants in connection with the proposed defeasance of the Company’s 6.00% Series E convertible unsecured subordinated debentures due January 31, 2025 (the “Convertible Debentures”), as described below, clarifies the mechanics surrounding the payment of the amounts required to effect such defeasance, and effects a waiver of certain conditions precedent in the Arrangement Agreement relating to the approval of the Transaction by holders of the Convertible Debentures. In connection with the Second Amendment, the meeting of holders of Convertible Debentures previously scheduled to be held on April 29, 2021 to consider the Transaction was cancelled. The parties are currently targeting May 14, 2021 as the closing date for the Transaction.

The Second Amendment provides that, on closing of the Transaction (the “Closing”), Atlantic Power will defease (the “Proposed Defeasance”) all outstanding Convertible Debentures in accordance with the terms of the trust indenture governing the Convertible Debentures (the “Indenture”). Notwithstanding the Proposed Defeasance, any holder of Convertible Debentures who converts their Convertible Debentures during the period beginning 10 trading days (as defined in the Indenture) prior to the Closing and ending 30 calendar days following the delivery of the change of control notice under the Indenture (the “Make Whole Conversion Period”) will be entitled to receive the Make Whole Premium (as defined in the Indenture). Assuming that the Closing occurs on May 14, 2021 and the change of control notice is delivered on Closing as is currently anticipated, the Make Whole Conversion Period would open on April 30, 2021 and close on June 14, 2021.

The Transaction remains subject to the satisfaction or waiver of certain conditions, including the receipt of certain third-party consents and satisfaction of other customary closing conditions.

The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by the full text of the Second Amendment, a copy of which is attached hereto as Exhibit 99.1 and is incorporated by reference. Also incorporated by reference is Exhibit 99.2 attached hereto, a press release issued by the Company on April 29, 2021 announcing the Proposed Defeasance and the cancellation of the meeting of holders of the Convertible Debentures.

Item 8.01. Other Events.

On April 29, 2021, the Company issued to holders of the Convertible Debentures a notice (the “Notice”) and “Questions and Answers” (the “Q&A”) setting out the CAD/USD exchange rate that will be used for purposes of calculating the Make Whole Premium (assuming that Closing occurs as anticipated on May 14, 2021) and additional details of the Proposed Defeasance, including how holders of Convertible Debentures can convert their Convertible Debentures in order to benefit from the Make Whole Premium, and the risks and tax consequences associated therewith. The foregoing description of the Notice and Q&A does not purport to be complete and is qualified in its entirety by the full texts of the Notice and Q&A, copies of which are attached hereto as Exhibit 99.3 and Exhibit 99.4, respectively, and are each incorporated by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
Exhibit 99.1	Second Amendment to Arrangement Agreement, dated April 29, 2021.
Exhibit 99.2	Press Release of Atlantic Power Corporation, dated April 29, 2021.
Exhibit 99.3	Notice to Holders of 6.00% Series E Convertible Unsecured Subordinated Debentures Due January 31, 2025 of Atlantic Power Corporation, issued April 29, 2021.
Exhibit 99.4	Questions and Answers, issued April 29, 2021.
104	Cover Page Data File (formatted as inline XBRL document)

Cautionary Note Regarding Forward-Looking Statements

Certain statements in this Current Report on Form 8-K may constitute forward-looking information or forward-looking statements within the meaning of applicable securities laws (collectively, “forward-looking statements”), which reflect the expectations of management regarding the future growth, results of operations, performance and business prospects and opportunities of the Company and its projects. These statements, which are based on certain assumptions and describe the Company’s future plans, strategies and expectations, can generally be identified by the use of the words “plans”, “expects”, “does not expect”, “is expected”, “budget”, “estimates”, “forecasts”, “targets”, “intends”, “anticipates” or “does not anticipate”, “believes”, “outlook”, “objective”, or “continue”, or equivalents or variations, including negative variations, of such words and phrases, or state that certain actions, events or results, “may”, “could”, “would”, “should”, “might” or “will” be taken, occur or be achieved. Examples of such statements in this Current Report on Form 8-K include, but are not limited to, statements with respect to whether the Transaction will close, the anticipated timing of any such closing of the Transaction, the parties’ intentions with respect to the Proposed Defeasance and its impact on holders of Convertible Debentures.

Forward-looking statements involve significant risks and uncertainties, should not be read as guarantees of future performance or results, and will not necessarily be accurate indications of whether or not or the times at or by which such performance or results will be achieved. Please refer to the factors discussed under “Risk Factors” and “Forward-Looking Information” in the Company’s periodic reports as filed with the U.S. Securities and Exchange Commission (the “SEC”) from time to time for a detailed discussion of the risks and uncertainties affecting the Company. Although the forward-looking statements contained in this Current Report on Form 8-K are based upon what are believed to be reasonable assumptions, investors cannot be assured that actual results will be consistent with these forward-looking statements, and the differences may be material. These forward-looking statements are made as of the date of this Current Report on Form 8-K and, except as expressly required by applicable law, the Company assumes no obligation to update or revise them to reflect new events or circumstances.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Atlantic Power Corporation

Dated: April 30, 2021

By: /s/ Terrence Ronan

Name: Terrence Ronan

Title: *Chief Financial Officer*

**SECOND AMENDMENT
TO
ARRANGEMENT AGREEMENT AND PLAN OF ARRANGEMENT**

This amendment (this “**Amendment**”), dated April 29, 2021, to the Arrangement Agreement dated January 14, 2021, as amended on April 1, 2021 (the “**Arrangement Agreement**”) and to the plan of arrangement set out in Schedule A of the Arrangement Agreement (as amended, the “**Plan of Arrangement**”), is by and among Atlantic Power Corporation, a corporation existing under the laws of the Province of British Columbia (the “**Company**”), Atlantic Power Preferred Equity Ltd., a corporation continued under the laws of the Province of British Columbia, Atlantic Power Limited Partnership, a limited partnership existing under the laws of the Province of Ontario, Tidal Power Holdings Limited, a private limited company existing under the laws of the United Kingdom and Tidal Power Aggregator, L.P., a limited partnership existing under the laws of the Cayman Islands.

RECITALS:

- A. The parties hereto have entered into the Arrangement Agreement;
 - B. The parties hereto have mutually agreed to cancel the Debentureholder Meeting (as defined in the Arrangement Agreement) and to not proceed with the Company Debenture Transaction as contemplated in the Arrangement Agreement;
 - C. The Company intends to defease all outstanding Company Debentures (as defined in the Arrangement Agreement), to the extent not voluntarily converted prior to the Conversion Deadline (as defined in this Amendment), with such defeasance to be effective as of immediately prior to the Effective Time, in accordance with the terms and conditions of the Company Debenture Indenture (as defined in the Arrangement Agreement);
 - D. The parties hereto desire to amend certain provisions of the Arrangement Agreement, as permitted by Section 8.1 of the Arrangement Agreement, in order to provide for mutual covenants in connection with the defeasance of the Company Debentures, to clarify the mechanics surrounding the payment of the amounts required to effect such defeasance, and to effect a waiver of certain condition precedents in the Arrangement Agreement relating to the approval of the Company Debenture Transaction (as defined in the Arrangement Agreement); and
 - E. The parties hereto intend that, subject to the completion of the Arrangement, any Common Shares (as defined in the Arrangement Agreement) issued upon any voluntary conversion of Company Debentures duly submitted during the period commencing on the tenth trading day (as defined in the Company Debenture Indenture) prior to the Effective Date and ending at the Conversion Deadline will be treated as outstanding Common Shares as at the Effective Time for purposes of the Arrangement, provided that conversions effected prior to the Conversion Deadline shall, with respect to the Make Whole Premium (as defined in the Arrangement Agreement), be conditional upon the occurrence of the Effective Date and that no payment will be made with respect to the additional Common Shares issuable in connection with the Make Whole Premium until after the Effective Date as contemplated in the Company Debenture Indenture.
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NOW THEREFORE THIS AMENDMENT WITNESSES THAT in consideration of the covenants and agreements contained in this Amendment and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the parties to this Amendment covenant and agree as follows:

1. **Defined Terms.**

Terms used in this Amendment and not defined shall have the meanings ascribed to such terms in the Arrangement Agreement.

2. **Definitions.**

Section 1.1 of the Arrangement Agreement is amended by adding the following definitions:

“**Company Debentures Defeasance**” has the meaning ascribed thereto in Section 4.16(1);

“**Company Debentures Trustee**” means Computershare Trust Company of Canada, in its capacity as trustee under the Company Debenture Indenture;

“**Conversion Deadline**” means 4:00 p.m. (Toronto time) on the third Business Day preceding the Effective Date;

“**Notice to Debentureholders**” has the meaning ascribed thereto in Section 4.16(3);

“**Trading Day**” has the same meaning as “trading day”, as defined in the Company Debenture Indenture;

3. **Payment of Consideration.**

Section 2.11 of the Arrangement Agreement is amended by replacing the text of Section 2.11 with the following:

The Purchasers shall, immediately prior to the Effective Time, provide

- (a) the Depositary for the Common Shares and Preferred Shares with sufficient funds to be held in escrow (the terms and conditions of such escrow to be satisfactory to the Parties, each acting reasonably) to satisfy the aggregate Consideration for the Common Shares (including, for greater certainty, any Common Shares issued to Company Debentureholders upon voluntary conversion of Company Debentures during the period commencing on the tenth Trading Day prior to the Effective Date and ending at the Conversion Deadline), the aggregate Preferred Share Consideration for the Preferred Shareholders and any other amounts payable by the Purchasers under the Plan of Arrangement that are to be provided to such Depositary (including the amounts payable to holders of the DSUs, unless the Company and the Purchasers otherwise agree that such amounts be paid to the Company rather than the Depositary for the Common Shares and Preferred Shares);
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- (b) the Depository for the APLP MTNs with sufficient funds to satisfy the aggregate Noteholder Consideration for the APLP MTNs (other than the aggregate amount of any consent solicitation fees payable in connection with MTNs Transaction, as described in Schedule F);
- (c) the MTN Paying Agent with sufficient funds to satisfy the aggregate amount of any consent solicitation fees payable in connection with MTNs Transaction (as described in Schedule F); and
- (d) the Company Debentures Trustee with funds equal to the aggregate amount, in Canadian dollars, required to be remitted to the Company Debentures Trustee to effect the defeasance of Company Debentures that remain outstanding as at immediately after the Conversion Deadline in accordance with Section 9.5 of the Company Debentures Indenture, as contemplated in Section 4.16 of this Agreement.

4. Defeasance of Company Debentures

Article 4 of the Arrangement Agreement is amended by adding a new Section 4.16 as follows:

Section 4.16 Defeasance of Company Debentures

- (1) Immediately prior to the Effective Time, the Company shall defease all of its obligations under the Company Debenture Indenture in accordance with the provisions of the Company Debenture Indenture, including Section 9.5 of the Company Debenture Indenture, and on terms satisfactory to Company and the Purchasers, acting reasonably, including without limiting the foregoing, subject to the Purchasers complying with their obligations under Section 2.11, making any payments or taking any necessary provisions or undertakings to the satisfaction of the Company Debentures Trustee for the payment of all amounts payable with respect to the defeasance of the Company Debentures (including all applicable expenses of the Company Debentures Trustee in connection therewith) (the “**Company Debentures Defeasance**”).
 - (2) Each of the Company and the Purchasers shall proceed diligently as soon as reasonably practicable following the execution and delivery of this Agreement, in a coordinated fashion, and cooperate in the preparation and negotiation of any documentation required in connection with the Company Debentures Defeasance, and the Company will provide the Purchasers with a reasonable opportunity to review and comment on such documentation.
 - (3) No later than the end of the day on April 29, 2021, the Company shall publicly file and deliver to CDS, as the sole registered holder of Company Debentures, a notice in respect of the Company Debentures Defeasance in the form mutually agreed upon by the Company and the Purchasers (the “**Notice to Debentureholders**”).
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- (4) The Parties shall cooperate to facilitate the voluntary conversion of Company Debentures into Common Shares by Company Debentureholders that have exercised such voluntary conversion rights (i) during the period commencing on the tenth Trading Day prior to the Effective Date and ending at the Conversion Deadline, and (ii) after the Conversion Deadline and during the 30-day period following the Effective Date; in each case, in accordance with the terms of the Company Debenture Indenture and as described in the Notice to Debentureholders.
- (5) The Purchasers irrevocably acknowledge and agree that the implementation of the Company Debentures Defeasance in accordance with the terms and conditions of this Amendment (and all matters related thereto) shall not be considered in determining whether a representation, warranty or covenant of the Company or any of its Subsidiaries hereunder has been breached.

5. Waiver of Certain Conditions Precedent and Termination Rights related to the Company Debenture Transaction

The Parties hereby mutually and irrevocably agree to waive the condition precedent, representations and warranties, covenants and agreements in the Arrangement Agreement related to the Company Debentures Transactions, and, without limiting the generality of the foregoing, agree to the following amendments to the Arrangement:

- (a) Section 2.5 of the Arrangement Agreement is amended by deleting the text of Section 2.5(v) in its entirety;
- (b) Section 2.6(1) of the Arrangement Agreement is amended by deleting the text of Section 2.6(1)(iv) in its entirety;
- (c) Section 2.7 of the Arrangement Agreement is amended by deleting the text of Section 2.7(iv) in its entirety;
- (d) Section 6.1 of the Arrangement Agreement is amended by deleting the text of Section 6.1(3) in its entirety; and
- (e) Section 7.2(b)(i) of the Arrangement Agreement is amended by replacing the text of Section 7.2(b)(i) with the following:

(A) the Required Approvals are not obtained at the Company Meetings in accordance with the Interim Order, and/or (B) neither the MTN Noteholder Consent nor the approval of the MTN Noteholder Resolution at the MTNs Meeting, as applicable, is obtained, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(1)(b)(i) if the failure to obtain the Required Approvals, the MTN Noteholder Consent or the approval of the MTN Noteholder Resolution has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

6. References.

Each reference in the Arrangement Agreement to “this Agreement,” “hereof,” “herein,” “hereto,” “hereunder,” “hereby” or words of like import referring to the Arrangement Agreement shall mean and be a reference to the Arrangement Agreement as amended by this Amendment. All references in the Arrangement Agreement or the Company Disclosure Letter to “the date hereof” or “the date of this Agreement” shall refer to January 14, 2021.

7. Effect of Amendment.

This Amendment shall not constitute an amendment or waiver of any provision of the Arrangement Agreement not expressly amended and or waived herein and shall not be construed as an amendment, waiver or consent to any action that would require an amendment, waiver or consent except as expressly stated herein. The Arrangement Agreement, as amended by this Amendment, is and shall continue to be in full force and effect and is in all respects ratified and confirmed hereby.

8. Counterparts, Execution.

This Amendment may be executed, including by electronic signature, in any number of counterparts (including counterparts by facsimile or any other form of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Amendment, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

9. Governing Law.

This Amendment will be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

10. General Provisions.

The provisions of Article 8 (other than Section 8.2) of the Arrangement Agreement shall apply *mutatis mutandis* to this Amendment, and to the Arrangement Agreement as amended by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF the Parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ATLANTIC POWER CORPORATION

By: /s/ Terrence Ronan
Terrence Ronan
Authorized Signing Officer

ATLANTIC POWER PREFERRED EQUITY LTD.

By: /s/ Terrence Ronan
Terrence Ronan
Authorized Signing Officer

ATLANTIC POWER LIMITED PARTNERSHIP, acting through its general partner, ATLANTIC POWER GP INC.

By: /s/ Terrence Ronan
Terrence Ronan
Authorized Signing Officer

TIDAL POWER HOLDINGS LIMITED

By: /s/ Dominic Spiri
Authorized Signing Officer

TIDAL POWER AGGREGATOR, L.P., acting through its general partner, ISQ Global Fund II GP, LLC

By: /s/ Thomas Lefebvre
Authorized Signing Officer



Atlantic Power Announces Cancellation of Convertible Debentureholder Meeting and Intention to Defeasance Convertible Debentures

DEDHAM, MASSACHUSETTS – April 29, 2021 – Atlantic Power Corporation (NYSE: AT) (TSX: ATP) (“Atlantic Power” or the “Company”) announced today that it has cancelled the meeting of holders of its 6.00% Series E convertible unsecured subordinated debentures due January 31, 2025 (the “Convertible Debentures”) scheduled to be held on April 29, 2021 to consider the previously announced proposed transaction among Atlantic Power, Atlantic Power Preferred Equity Ltd., Atlantic Power Limited Partnership and certain affiliates (collectively the “Purchasers”) of infrastructure funds managed by I Squared Capital Advisors (US) LLC (the “Transaction”). The meeting was cancelled with the consent of the Purchasers and the parties have mutually waived the condition precedent to the Transaction that the holders of the Convertible Debentures approve the Transaction. The parties are currently targeting May 14, 2021 as the closing date for the Transaction.

On closing of the Transaction (the “Closing”), Atlantic Power intends to defease (the “Defeasance”) all outstanding Convertible Debentures in accordance with the terms of the trust indenture governing the Convertible Debentures (the “Indenture”). Notwithstanding the Defeasance, any holder of Convertible Debentures who converts their Convertible Debentures during the period beginning 10 trading days prior to the Closing and ending 30 calendar days following the delivery of the change of control notice under the Indenture (the “Make Whole Conversion Period”), will be entitled to receive the Make Whole Premium (as defined in the Indenture and calculated below). Assuming that the Closing occurs on May 14, 2021 and the change of control notice is delivered on Closing as is currently anticipated, the Make Whole Conversion Period would open on April 30, 2021 and close on June 14, 2021.

As previously disclosed, the final Make Whole Premium will be established based on the CAD/USD daily exchange rate as of the 11th trading day before the Closing Date, being the trading day immediately preceding the opening of the Make-Whole Conversion Period. Assuming that the CAD/USD daily exchange rate on the 11th trading day before the Closing Date is C\$1.24=US\$1.00, the Make Whole Premium would be 36.0962 common shares of Atlantic Power (“Common Shares”) for each C\$1,000 in principal amount of Convertible Debentures so converted, resulting in a conversion ratio of approximately 274.1914 Common Shares for each C\$1,000 principal amount of Convertible Debentures so converted.

Holders of Convertible Debentures converting their Convertible Debentures up to 4:00 p.m. (Toronto time) on the third trading day prior to the Closing (the “Conversion Deadline”) will participate in the Transaction as holders of underlying Common Shares and will be entitled to receive US\$3.03 per underlying Common Share (including Common Shares issuable on account of the Make Whole Premium, conditional upon the Closing occurring) together with accrued interest paid in Canadian dollars up to, but excluding, the date of conversion.

In connection with the Defeasance, and if Closing occurs (i) Atlantic Power expects to de-list the Convertible Debentures from the TSX and the Common Shares from the Toronto Stock Exchange (the “TSX”) and the New York Stock Exchange (the “NYSE”); (ii) Atlantic Power intends to apply to Canadian securities regulators to cease being a reporting issuer, or to be exempt from its reporting obligations as a Canadian reporting issuer, and also intends to file to deregister under the U.S. Securities Exchange Act of 1934; (iii) the Convertible Debentures will no longer be convertible into Common Shares and, if converted after the Conversion Deadline, holders will be entitled to receive a cash amount equal to the Canadian dollar equivalent (based on the exchange rate as of the 11th trading day before the Closing) of US\$3.03 in lieu of each Common Share previously issuable on a conversion (including any Common Shares otherwise issuable on account of the Make Whole Premium if converted within the Make Whole Conversion Period), representing approximately C\$3.76 per underlying Common Share (assuming a CAD/USD daily exchange rate of C\$1.24=US\$1.00), plus accrued and unpaid interest paid in Canadian dollars up to, but excluding, the date of conversion; and (iv) except as otherwise provided in the Indenture, any Convertible Debentures which remain outstanding following the expiry of the Make Whole Conversion Period will continue to receive interest at a rate of 6.00% per annum, payable semi-annually in arrears until, and the repayment of principal upon, the redemption of the Convertible Debentures. Following the Defeasance, the Convertible Debentures will be redeemed at par on January 31, 2023.

The TSX has conditionally approved the voluntary delisting of the Convertible Debentures from the TSX, with such delisting expected to take effect shortly following Closing.

A notice and Q&A (the "Notice") has been prepared in connection with the Defeasance and is expected to be publicly filed on SEDAR and EDGAR and disseminated to holders of Convertible Debentures following confirmation of today's CAD/USD exchange rate and prior to the commencement of the Make Whole Conversion Period. In addition to setting out the CAD/USD exchange rate that will be used for purposes of calculating the Make Whole Premium (assuming that Closing occurs as anticipated on May 14, 2021), the Notice will also set out additional details of the Defeasance, including how holders of Convertible Debentures can convert their Convertible Debentures in order to benefit from the Make Whole Premium, and the risks and tax consequences associated therewith.

The Transaction remains subject to the satisfaction or waiver of certain conditions, including certain remaining third-party consents and other customary closing conditions.

Questions concerning the Defeasance and how holders can convert their Convertible Debentures in order to benefit from the Make Whole Premium should be directed to RBC Dominion Securities Inc., by telephone at 1-877-381-2099 (toll-free) or by email at liability.management@rbccm.com, or to Kingsdale Advisors by telephone at 1-866-229-8263 (toll free in North America) or 416-867-2272 (collect outside North America), by facsimile at 1-866-545-5580 or by email at contactus@kingsdaleadvisors.com.

About Atlantic Power

Atlantic Power is an independent power producer that owns power generation assets in eleven states in the United States and two provinces in Canada. The Company's generation projects sell electricity and steam to investment-grade utilities and other creditworthy large customers predominantly under long-term PPAs that have expiration dates ranging from 2021 to 2043. The Company seeks to minimize its exposure to commodity prices through provisions in the contracts, fuel supply agreements and hedging arrangements. The projects are diversified by geography, fuel type, technology, dispatch profile and offtaker (customer). Approximately 75% of the projects in operation are 100% owned and directly operated and maintained by the Company. The Company has expertise in operating most fuel types, including gas, hydro, and biomass, and it owns a 40% interest in one coal project.

Atlantic Power's Common Shares currently trade on the NYSE under the symbol AT and on the TSX under the symbol ATP. The Convertible Debentures currently trade on the TSX under the symbol ATP.DB.E. For more information, please visit the Company's website at www.atlanticpower.com or contact:

Atlantic Power Corporation
Investor Relations
(617) 977-2700
info@atlanticpower.com

Copies of the Company's financial data and other publicly filed documents are available on SEDAR at www.sedar.com or on EDGAR at www.sec.gov/edgar.shtml under "Atlantic Power Corporation" or on the Company's website.

Cautionary Note Regarding Forward-Looking Statements

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Forward-looking statements involve significant risks and uncertainties, should not be read as guarantees of future performance or results, and will not necessarily be accurate indications of whether or not or the times at or by which such performance or results will be achieved. Please refer to the factors discussed under "Risk Factors" and "Forward-Looking Information" in the Company's periodic reports as filed with the U.S. Securities and Exchange Commission (the "SEC") from time to time for a detailed discussion of the risks and uncertainties affecting the Company. Although the forward-looking statements contained in this news release are based upon what are believed to be reasonable assumptions, investors cannot be assured that actual results will be consistent with these forward-looking statements, and the differences may be material. These forward-looking statements are made as of the date of this news release and, except as expressly required by applicable law, the Company assumes no obligation to update or revise them to reflect new events or circumstances.

NOTICE TO HOLDERS OF 6.00% SERIES E CONVERTIBLE UNSECURED SUBORDINATED DEBENTURES DUE JANUARY 31, 2025

OF

ATLANTIC POWER CORPORATION

On January 14, 2021, Atlantic Power Corporation (“**Atlantic Power**” or the “**Company**”), Atlantic Power Preferred Equity Ltd. (“**APPEL**”) and Atlantic Power Limited Partnership entered into an arrangement agreement, as amended on April 1, 2021 and April 29, 2021 (the “**Arrangement Agreement**”) with Tidal Power Holdings Limited (“**Bidco**”) and Tidal Power Aggregator, L.P. (together with Bidco, the “**Purchasers**”). The Purchasers are each affiliates of infrastructure funds managed by I Squared Capital Advisors (US) LLC. Under the terms of the Arrangement Agreement, Bidco will directly or indirectly acquire all of the outstanding common shares of the Company (the “**Common Shares**”) for US\$3.03 in cash per Common Share (less applicable withholdings) and all of the outstanding preferred shares of Atlantic Power Preferred Equity Ltd. (the “**Preferred Shares**”) will be transferred to APPEL for C\$22.00 in cash per Preferred Share (less applicable withholdings) pursuant to a plan of arrangement (the “**Arrangement**”) under the *Business Corporations Act* (British Columbia) (the “**Proposed Transaction**”). The Proposed Transaction has been approved by the holders of Common Shares and Preferred Shares and the closing of the Proposed Transaction (the “**Closing**”) is expected to occur on or about May 14, 2021. **Additional information regarding the Proposed Transaction can be found in the management information circular of Atlantic Power dated March 2, 2021, a copy of which is available on SEDAR at www.sedar.com and on Atlantic Power’s website.**

Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed thereto in the trust indenture dated December 17, 2009, as supplemented by the fourth supplemental indenture dated November 29, 2012 and the seventh supplemental indenture dated January 29, 2018 (collectively, the “**Indenture**”) governing the 6.00% Series E convertible, unsecured subordinated debentures (the “**Convertible Debentures**”).

As of April 29, 2021, the aggregate outstanding principal amount of Convertible Debentures was C\$115,000,000. The Convertible Debentures are convertible at any time by the holders thereof (“**Debentureholders**”) pursuant to the terms of the Indenture. The Conversion Price for each Common Share to be issued upon the conversion of the Convertible Debentures is C\$4.20 per Common Share (being a conversion ratio of approximately 238.0952 Common Shares for each C\$1,000 principal amount of Convertible Debentures so converted).

The completion of the Arrangement constitutes a “Cash Change of Control” under the Indenture, as it is a Change of Control in which 10% or more of the consideration for the Common Shares consists of cash or cash equivalents. Upon the occurrence of a Cash Change of Control, each Debentureholder is entitled to receive, in addition to the number of Common Shares that such Debentureholder is entitled to receive upon the conversion of the Convertible Debentures into Common Shares at the Conversion Price, an additional number of Common Shares per C\$1,000 principal amount Convertible Debentures equal to the Make Whole Premium (as defined in the Indenture) (the “**Make Whole Premium Shares**”). Assuming the Proposed Transaction closes on May 14, 2021 in accordance with the terms of the Arrangement Agreement and based on a USD/CAD daily exchange rate of US\$1 = C\$1.2292, being the rate quoted by the Bank of Canada on April 29, 2021, the eleventh trading day before May 14, 2021 (the “**Exchange Rate**”), the Make Whole Premium Shares will be 37.6857 Common Shares per C\$1,000 principal amount of Convertible Debentures. As a result, the effective Conversion Price for a holder entitled to receive Make Whole Premium Shares is approximately C\$3.63 per Common Share (being a conversion ratio of approximately 275.7809 Common Shares for each C\$1,000 principal amount of Convertible Debentures so converted).

In order to receive the value represented by the Make Whole Premium Shares, Debentureholders must convert their Convertible Debentures within the period beginning on the day that is 10 trading days prior to the Closing and continuing for 30 calendar days following the delivery of the Change of Control Notice on Closing (the "**Make Whole Conversion Period**").

If Convertible Debentures are converted during the Make Whole Conversion Period and in advance of 4:00 p.m. (Toronto Time) on the third business day prior to the Closing (the "**Conversion Deadline**"), each holder of Convertible Debentures so converted will receive, in connection with such conversion and the Proposed Transaction: (i) US\$3.03 per Common Share issued on conversion of the Convertible Debentures; (ii) US\$3.03 per Make Whole Premium Share issuable to the holder pursuant to the terms of the Indenture; and (iii) accrued and unpaid interest from and including the most recent Interest Payment Date up to, but excluding, the Date of Conversion, payable in Canadian dollars (less applicable withholdings) (the "**Transaction Consideration**"). In lieu of issuing fractional Common Shares to Debentureholders, each such Debentureholder will be entitled to receive a cash amount in Canadian dollars (rounded to the nearest cent) equal to the product of (i) US\$3.03 and (ii) any such fractional Common Share which such Debentureholder would otherwise be entitled to receive upon conversion of their Convertible Debentures, as calculated on the basis of the Exchange Rate.

As of the date of Closing, the conversion entitlement of the Indenture will be adjusted in accordance with Section 6.5(d) of the Indenture, such that if Convertible Debentures are converted after the Conversion Deadline but prior to the expiry of the Make Whole Conversion Period, such Convertible Debentures will be exchanged for a cash amount in Canadian dollars equivalent to the Transaction Consideration, including in respect of the Make Whole Premium Shares and calculated on the basis of the Exchange Rate and, following the expiry of the Make Whole Conversion Period, will be convertible into C\$3.72 in lieu of each Common Share previously issuable on a conversion of the Convertible Debentures.

Registered holders of Convertible Debentures may convert all or part of their Convertible Debentures by duly completing and signing the conversion form (the "**Conversion Notice**") attached to the Indenture and delivering the Conversion Notice, together with the Convertible Debenture(s) that are the subject of the conversion, to Computershare Trust Company of Canada (the "**Trustee**") at the Trustee's offices located at 100 University Avenue, 8th Floor, Toronto, Ontario. Registered holders of Convertible Debentures who wish to convert their Convertible Debentures prior to the Conversion Deadline and conditional upon the Closing of the Proposed Transaction must complete and sign the conditional conversion notice (the "**Conditional Conversion Notice**") available by contacting the Trustee at 1-800-564-6253, and delivering it to the Trustee prior to the Conversion Deadline at the Trustee's offices located at 100 University Avenue, 8th Floor, Toronto, Ontario.

As of the date hereof, all of the Convertible Debentures are registered in the name of a nominee of CDS. As a result, you are likely a non-registered beneficial holder of Convertible Debentures.

Beneficial holders who hold their Convertible Debentures through a broker, nominee or intermediary and who wish to convert unconditionally or conditionally should provide such instructions to their broker, nominee or intermediary, as applicable. Beneficial holders who wish to convert their Convertible Debentures prior to the Conversion Deadline and conditional upon the Closing of the Proposed Transaction should follow the instructions provided by their broker, nominee or intermediary in that regard. CDS may impose a deadline earlier than the Conversion Deadline for beneficial holders wishing to convert their Convertible Debentures prior to the Conversion Deadline and conditional upon Closing of the Proposed Transaction. Beneficial holders should consult their brokers, nominees or intermediaries, as applicable, as soon as possible for assistance regarding converting their Convertible Debentures to ensure that their conversion request is received by the Trustee by 4:00 p.m. (Toronto time) on May 11, 2021.

In addition to the right to convert their Convertible Debentures and receive the Transaction Consideration (or, following Closing, a cash amount in Canadian dollars equivalent to the Transaction Consideration) as described above, following Closing, Debentureholders will also have the right to require the Company to purchase their Convertible Debentures at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest to the date of purchase (less applicable withholdings) (the "**Put Right**"). The Put Right will be exercisable for a period of 30 calendar days following the delivery of the Change of Control Notice to Debentureholders on Closing. Debentureholders that exercise the Put Right will not receive the Transaction Consideration. Atlantic Power will provide more details on the exercise of the Put Right in a separate notice to Debentureholders once the Closing has occurred.

<p>DURING THE MAKE WHOLE CONVERSION PERIOD, HOLDERS MAY ELECT TO CONVERT THE CONVERTIBLE DEBENTURES IN ACCORDANCE WITH THE INDENTURE AS DESCRIBED ABOVE, BY NOTIFYING THEIR BROKERS, INTERMEDIARIES OR THE TRUSTEE AS APPLICABLE.</p>
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If the Closing occurs:

- (a) any Debentureholder who converts Convertible Debentures during the Make Whole Conversion Period and prior to the Conversion Deadline will receive the Transaction Consideration;
 - (b) any Convertible Debentures which are not converted prior to the Conversion Deadline will remain outstanding after Closing and will be defeased as further described below; and
 - (c) any Debentureholder who converts Convertible Debentures after the Conversion Deadline but prior to the expiry of the Make Whole Conversion period will receive a cash amount in Canadian dollars equivalent to the Transaction Consideration, calculated on the basis of the Exchange Rate.
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Consequences of Unconditional and Conditional Conversions prior to the Conversion Deadline if Closing does not occur

If Debentureholders convert Convertible Debentures unconditionally in advance of the Conversion Deadline and the Closing does not occur, their Convertible Debentures will be converted into Common Shares at a price equal to the Conversion Price under the Indenture and will have no entitlement to any Make Whole Premium Shares. Under the terms of the Indenture, the Conversion Price for each Common Share to be issued upon the conversion of the Convertible Debentures is C\$4.20 per Common Share. The Conversion Price is not currently “in the money” prior to giving effect to the Make Whole Premium as it is less than the current trading price of the Common Shares on the Toronto Stock Exchange and New York Stock Exchange.

If Debentureholders convert Convertible Debentures in advance of the Conversion Deadline and conditional upon Closing of the Proposed Transaction, and the Closing does not occur, their conditional conversion will be considered to be null and void and their Convertible Debentures will not be converted.

Beneficial holders who wish to convert their Convertible Debentures prior to the Conversion Deadline and conditional upon the Closing of the Proposed Transaction should follow the instructions provided by their broker, nominee or intermediary in that regard.

Defeasance

Atlantic Power intends to enter into one or more escrow or trust agreements with the Trustee in order to defease all outstanding Convertible Debentures effective as of immediately prior to the Closing, the whole pursuant to section 9.5 of the Indenture.

The Indenture provides that, in order to defease the Convertible Debentures, Atlantic Power is required, among other things, to deposit or cause to be deposited with the Trustee as trust funds or property in trust, for the purpose of making payment on the Convertible Debentures, either (i) an amount in Canadian dollars sufficient to pay, satisfy and discharge the entire amount of principal, premium, if any, and interest, if any, to maturity or any repayment date or redemption date or upon conversion or otherwise, as the case may be, including the maximum amount that may be payable as a Make Whole Premium, or (ii) an amount in Canadian dollars of direct obligations of (or obligations guaranteed by) the Government of Canada as will, together with the income to accrue thereon and reinvestment thereof, be sufficient to pay and discharge the entire amount of principal and accrued and unpaid interest to maturity or any repayment date or upon conversion or otherwise, as the case may be, including the maximum amount that may be payable as a Make Whole Premium.

In connection with the defeasance of outstanding Convertible Debentures at Closing, and if the Closing occurs:

- (i) Atlantic Power expects to de-list the Convertible Debentures and the Common Shares from the Toronto Stock Exchange (“**TSX**”) and to de-list the Common Shares from the New York Stock Exchange (“**NYSE**”), which may significantly and adversely affect the liquidity of the Convertible Debentures and their use as margin security;
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- (ii) Atlantic Power intends to apply to Canadian securities regulators to cease being a reporting issuer, or to be exempt from its reporting obligations as a Canadian reporting issuer, and also intends to file to deregister under the U.S. Securities Exchange Act of 1934;
- (iii) the Convertible Debentures shall no longer be convertible into Common Shares and, if converted after the Conversion Deadline but prior to the expiry of the Make Whole Conversion Period, holders of Convertible Debentures so converted will be entitled to receive C\$3.72 in lieu of each Common Share that was previously issuable under the Indenture (including C\$3.72 per Make Whole Premium Share if converted after the Conversion Deadline but prior to the expiry of the Make Whole Conversion Period), and accrued and unpaid interest from and including the most recent Interest Payment Date up to, but excluding, the Date of Conversion; and
- (iv) except as otherwise provided in the Indenture, Convertible Debentures which remain outstanding following the expiry of the Make Whole Conversion Period will continue to receive interest until, and the repayment of principal upon the redemption date of the Convertible Debentures. Following the defeasance, the Company intends to redeem the Convertible Debentures at par on January 31, 2023 and the Convertible Debentures will continue to bear interest at a rate of 6.00% per annum, payable semi-annually in arrears, up to, but excluding, January 31, 2023.

Convertible Debentures which are not converted prior to the expiry of the Make Whole Conversion Period will continue to be convertible into C\$3.72 in lieu of each Common Share that was previously issuable under the Indenture but will be “out-of-the-money” as Debentureholders will no longer be entitled to receive the Canadian dollar equivalent of the Make Whole Premium Shares.

Holders are advised to consult with their own tax, legal and financial advisors as to the implications to them of the foregoing.

Conversion Mechanics

Registered holders wishing to convert their Convertible Debentures must deliver their Conversion Notices or Conditional Conversion Notices in person, by registered mail or courier to the Trustee at the address noted above.

Beneficial holders of Convertible Debentures who wish to convert their Convertible Debentures and participate in the Proposed Transaction should consult their brokers, intermediaries and the Trustee, as applicable, as soon as possible for assistance regarding their conversion and to ensure that their Convertible Debentures are converted within the Make Whole Conversion Period.

Conversions by Debentureholders resident outside of Canada may be subject to applicable stamp or security transfer taxes or other governmental charges. Such Debentureholders should consult with their financial advisors to determine whether any such payments are required. Conversions will not be considered valid unless all applicable stamp, security transfer taxes or other governmental charges have been paid. Please also see the discussion below under the heading “Certain Canadian Federal Income Tax Considerations”.

Certain Canadian Federal Income Tax Considerations

The following is a summary of the principal Canadian federal income tax considerations generally applicable under the *Income Tax Act* (Canada) and the regulations thereunder (collectively, the “**Tax Act**”) related to the transactions contemplated in this notice (assuming that the Closing occurs) to a Debentureholder who, for purposes of the Tax Act and at all relevant times, (i) deals at arm’s length with and is not affiliated with the Company, (ii) beneficially owns their Convertible Debentures including all entitlements to payments thereunder, (iii) has not entered and will not enter into, in respect of their Convertible Debentures, a “synthetic disposition arrangement” or a “derivative forward agreement” (each as defined in the Tax Act), and (iv) holds the Convertible Debentures as capital property (a “**Holder**”). Generally, the Convertible Debentures will be capital property to a Holder provided that the Holder does not acquire or hold the Convertible Debentures in the course of carrying on a business or as part of an adventure or concern in the nature of trade.

This summary is based on the current provisions of the Tax Act and an understanding of the current administrative policies and assessing practices of the Canada Revenue Agency (the “**CRA**”) published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “**Tax Proposals**”) and assumes that all Tax Proposals will be enacted in the form proposed. However, no assurances can be given that the Tax Proposals will be enacted as proposed, or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policy or assessing practice, whether by legislative, administrative or judicial action, nor does it take into account tax legislation or considerations of any province, territory or foreign jurisdiction, which may differ from those discussed herein.

The discussion in this summary is limited to the principal Canadian federal income tax considerations arising to a Holder solely as a result of (i) the conversion of Convertible Debentures during the Make Whole Conversion Period prior to the Conversion Deadline (the “**Pre-Closing Conversion**”), (ii) the defeasance of the Convertible Debentures and (iii) the conversion of Convertible Debentures during the Make Whole Conversion Period after the Conversion Deadline (the “**Post-Closing Conversion**”). This summary does not describe the Canadian federal income tax considerations of the Arrangement to a Holder that acquires Common Shares pursuant to the conversion of their Convertible Debentures (including as a result of the Pre-Closing Conversion). For a discussion of the Canadian federal income tax consequences of the Arrangement to holders of Common Shares, Holders should review the Company’s management information circular and proxy statement dated March 2, 2021 in respect of the special meetings of the holders of the Common Shares of the Company and the Preferred Shares of Atlantic Power Preferred Equity Ltd. to approve the Arrangement, a copy of which is available on SEDAR under the Company’s profile at www.sedar.com.

This summary is of a general nature only and is not, and is not intended to be, legal or tax advice to any particular Holder. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, Holders should consult with their own tax advisors for advice regarding the tax consequences to them of the Pre-Closing Conversion, the Post-Closing Conversion, or the defeasance, having regard to their own particular circumstances.

Generally, for purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of Convertible Debentures and Common Shares acquired on the exercise of Convertible Debentures must be determined in Canadian dollars. Any such amount that is expressed or denominated in a currency other than Canadian dollars must be converted into Canadian dollars using the relevant exchange rate determined in accordance with the Tax Act.

Holders Resident in Canada

This portion of the summary is generally applicable to a Holder who, for purposes of the Tax Act and at all relevant times, is or is deemed to be, resident in Canada (a “**Resident Holder**”). This portion of the summary is not applicable to a Holder (i) an interest in which is a “tax shelter investment”, (ii) that is a “financial institution” (for the purposes of the “mark-to-market” rules) or a “specified financial institution”, or (iii) that has made a functional currency reporting election to report its “Canadian tax results” in a currency other than Canadian currency, each as defined in the Tax Act. In addition, this portion of the summary does not apply to a Holder that is exempt from tax under Part I of the Tax Act. Such Holders should consult with their own tax advisors having regard to their particular circumstances.

Resident Holders whose Convertible Debentures might not otherwise be considered to be capital property may, in certain circumstances, make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have the Convertible Debentures and all other “Canadian securities”, as defined in the Tax Act, owned by such Resident Holder in the taxation year, and in all subsequent taxation years, deemed to be capital property. Resident Holders should consult with their own tax advisors for advice with respect to whether an election under subsection 39(4) of the Tax Act is available or advisable in their particular circumstances.

This summary does not address the possible application of the “foreign affiliate dumping” rules in section 212.3 of the Tax Act to a Holder that (i) is a corporation resident in Canada and (ii) is (or does not deal at arm’s length with a corporation resident in Canada that is), or becomes as part of a transaction or event or series of transactions or events that includes the acquisition of Common Shares, controlled by a non-resident person or, if no single non-resident person has control, by a group of non-resident persons that do not deal with each other at arm’s length for the purposes of such rules. Such Holders should consult their own tax advisors with respect to the possible application of these rules.

Pre-Closing Conversion of Convertible Debentures

On a Pre-Closing Conversion of Convertible Debentures, all accrued and unpaid interest outstanding in respect of the Convertible Debentures up to, but excluding, the Date of Conversion will be paid in full. A Resident Holder will be required to include all such interest in computing its income under the Tax Act for the taxation year in which the Date of Conversion occurs, to the extent such amount has not otherwise been included in income in a preceding taxation year.

On a Pre-Closing Conversion, a Resident Holder will be considered, for purposes of the Tax Act, to have disposed of such Convertible Debentures for proceeds of disposition equal to the fair market value, at the date of such disposition, of the Common Shares (and any cash delivered in lieu of a fraction of a Common Share) received by such Resident Holder and the amount of cash received by such Resident Holder in respect of the Make Whole Premium (other than any amount received or deemed to be received on account of interest) in connection with the Pre-Closing Conversion. The Resident Holder will recognize a capital gain (or a capital loss) equal to the amount by which such proceeds of disposition are greater (or less) than the aggregate of the adjusted cost base of the Convertible Debentures to the Resident Holder and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under “Taxation of Capital Gains and Capital Losses”.

Any amount considered to be paid by the Company to a Resident Holder as a penalty or bonus because the Pre-Closing Conversion of a Convertible Debenture occurs before the maturity thereof will be deemed to be interest received at that time by the Resident Holder, to the extent that such amount can reasonably be considered to relate to, and does not exceed the value at the time of the Pre-Closing Conversion of, the interest that would have been paid or payable on the Convertible Debenture for a taxation year ending after the Pre-Closing Conversion had the Convertible Debenture not been converted. Resident Holders should consult their own tax advisors in this regard.

A Resident Holder will generally be considered to have acquired the Common Shares on a Pre-Closing Conversion at a cost equal to the fair market value of such Common Shares at the time of the Pre-Closing Conversion. The adjusted cost base to a Resident Holder of Common Shares at a particular time will generally be determined by averaging the cost of such Common Shares with the adjusted cost base of any other Common Shares held by such Resident Holder as capital property at that time.

Defeasance

Convertible Debentures that are not validly converted during the Make Whole Conversion Period prior to the Conversion Deadline will be defeased effective as of the date of the Closing of the Proposed Transaction. Upon defeasance of the Convertible Debentures, the Company will be deemed to have fully paid, satisfied and discharged the Convertible Debentures. These transactions will result in a deemed disposition of Convertible Debentures for proceeds of disposition equal to the fair market value of the rights received by the Resident Holder as a result of the defeasance. The Resident Holder will recognize a capital gain (or a capital loss) equal to the amount by which such proceeds of disposition are greater (or less) than the aggregate of the adjusted cost base of the Convertible Debentures to the Resident Holder and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under “*Taxation of Capital Gains and Capital Losses*”.

Resident Holders should consult with their own tax advisors for advice regarding the ongoing consequences of holding defeased obligations.

Post-Closing Conversion of Convertible Debentures

On a Post-Closing Conversion of Convertible Debentures, all accrued and unpaid interest outstanding in respect of the Convertible Debentures up to, but excluding, the Date of Conversion will be paid in full. A Resident Holder will be required to include all such interest in computing its income under the Tax Act for the taxation year in which the Date of Conversion occurs, to the extent such amount has not otherwise been included in income in a preceding taxation year.

On a Post-Closing Conversion, a Resident Holder will be considered, for purposes of the Tax Act, to have disposed of such Convertible Debentures for proceeds of disposition equal to the cash amount equivalent to the Transaction Consideration received from the Company on the Post-Closing Conversion less any amount received or deemed to be received on account of interest. The Resident Holder will generally recognize a capital gain (or a capital loss) equal to the amount by which such proceeds of disposition are greater (or less) than the proceeds of disposition already deemed realized upon the defeasance of the Convertible Debentures to the Resident Holder and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under “*Taxation of Capital Gains and Capital Losses*”.

Any amount considered to be paid by the Company to a Resident Holder as a penalty or bonus because the Post-Closing Conversion of a Convertible Debenture occurs before the maturity thereof will be deemed to be interest received at that time by the Resident Holder, to the extent that such amount can reasonably be considered to relate to, and does not exceed the value at the time of the Post-Closing Conversion of, the interest that would have been paid or payable on the Convertible Debenture for a taxation year ending after the Post-Closing Conversion had the Convertible Debenture not been converted. Resident Holders should consult their own tax advisors in this regard.

Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain (a “**taxable capital gain**”) realized by a Resident Holder in a taxation year must be included in the Resident Holder’s income for the year, and one-half of any capital loss (an “**allowable capital loss**”) realized by a Resident Holder in a taxation year must be deducted from taxable capital gains realized by the Resident Holder in that year. Allowable capital losses for a taxation year in excess of taxable capital gains for that year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

Additional Refundable Tax

A Resident Holder that is throughout the taxation year a “Canadian-controlled private corporation” (as defined in the Tax Act) may be liable to pay a tax (refundable in certain circumstances) on certain investment income including amounts in respect of interest and taxable capital gains.

Alternative Minimum Tax

A Resident Holder that is an individual (other than certain trusts) may be subject to alternative minimum tax under the Tax Act if the Resident Holder realizes capital gains.

Qualified Investment Status – Delisting of Convertible Debentures

It is expected that on Closing, or shortly thereafter, the Convertible Debentures will cease to be qualified investments for trusts governed by a registered retirement savings plan, registered retirement income fund, deferred profit sharing plan, registered education savings plan, registered disability savings plan, or a tax-free savings account (collectively, the “**Deferred Plans**”).

If the Convertible Debentures are not a qualified investment for the purposes of the Tax Act and a trust governed by a Deferred Plan holds Convertible Debentures, the holders or annuitants of the Deferred Plan, and/or the trust governed by the Deferred Plan, may be subject to substantial penalty taxes, the trust governed by the Deferred Plan may become taxable on its income earned in respect of the Convertible Debentures and other negative tax consequences may result. Resident Holders holding Convertible Debentures in Deferred Plans should consult their own tax advisors.

Holders not Resident in Canada

This portion of the summary is generally applicable to a Holder who, for purposes of the Tax Act and at all relevant times, (i) is not, and is not deemed to be, resident in Canada, (ii) deals at arm's length with any transferee resident or deemed to be resident in Canada to whom the Holder disposes of Convertible Debentures and (iii) does not use or hold (and is not deemed to use or hold) the Convertible Debentures in connection with a trade or business that the Holder carries on, or is deemed to carry on, in Canada at any time (a "**Non-Resident Holder**").

This summary is not applicable to a Non-Resident Holder that is a "specified shareholder" as defined in subsection 18(5) of the Tax Act of the Company or that does not deal at arm's length for purposes of the Tax Act with a "specified shareholder" of the Company. Generally, for this purpose, a "specified shareholder" includes a person that owns, has a right to acquire or control, or is deemed to own, either alone or together with persons with which the person does not deal at arm's length for purposes of the Tax Act, shares of the capital stock of the Company that either (i) give the shareholder 25% or more of the votes that could be cast at an annual meeting of the shareholders or (ii) have a fair market value of 25% or more of the fair market value of all of the issued and outstanding shares of the capital stock of the Company. Such Non-Resident Holders should consult their own tax advisors.

Special rules, which are not discussed in this summary, may apply to a Non-Resident Holder that is an insurer that carries on an insurance business in Canada and elsewhere and to an "authorized foreign bank," as defined in the Tax Act. Such persons should consult with their own tax advisors.

Pre-Closing Conversion of Convertible Debentures

A Non-Resident Holder of a Convertible Debenture will not be subject to tax under the Tax Act in respect of any capital gain (and will not be entitled to deduct any amount in respect of any capital loss) realized on the disposition of the Convertible Debenture pursuant to the Pre-Closing Conversion, unless such Convertible Debenture constitutes "taxable Canadian property" (as defined in the Tax Act) of the Non-Resident Holder at the time of disposition and the Non-Resident Holder is not entitled to relief under an applicable tax treaty. See the section below entitled "*Taxable Canadian Property*".

A Non-Resident Holder should not be subject to Canadian withholding tax under the Tax Act in respect of interest, including (i) interest that is paid to a Non-Resident Holder, and (ii) amounts deemed to be interest paid or credited to the Non-Resident Holder on their conversion of a Convertible Debenture as a result of a Pre-Closing Conversion, provided that the interest is not "participating debt interest" (as defined in the Tax Act). See "*Risk Factor – Withholding Tax*".

A Non-Resident Holder will generally be considered to have acquired the Common Shares on the Pre Closing Conversion at a cost equal to the fair market value of such Common Shares at the time of the Pre-Closing Conversion. The adjusted cost base to a Non-Resident Holder of Common Shares at a particular time will generally be determined by averaging the cost of such Common Shares with the adjusted cost base of any other Common Shares held by such Non-Resident Holder as capital property at that time.

Defeasance

Convertible Debentures that are not validly converted during the Make Whole Conversion Period prior to the Conversion Deadline will be defeased effective as of the date of Closing of the Proposed Transaction. Upon defeasance of Convertible Debentures, the Company will be deemed to have fully paid, satisfied and discharged the Convertible Debentures. These transactions will result in a deemed disposition of Convertible Debentures for proceeds equal to fair market value of the rights received upon the defeasance. A Non-Resident Holder of a Convertible Debenture will not be subject to tax under the Tax Act in respect of any capital gain (and will not be entitled to deduct any amount in respect of any capital loss) realized on the deemed disposition of the Convertible Debenture pursuant to the defeasance, unless such Convertible Debenture constitutes “taxable Canadian property” (as defined in the Tax Act) of the Non-Resident Holder at the time of disposition and the Non-Resident Holder is not entitled to relief under an applicable tax treaty. See the section below entitled “*Taxable Canadian Property*”.

A Non-Resident Holder should not be subject to Canadian withholding tax under the Tax Act in respect of interest, including (i) interest that is paid to a Non-Resident Holder, and (ii) amounts deemed to be interest paid or credited to the Non-Resident Holder on their disposition of a Convertible Debenture as a result of the defeasance, provided that the interest is not “participating debt interest” (as defined in the Tax Act). See “*Risk Factor – Withholding Tax*”.

Non-Resident Holders should consult with their own tax advisors for advice regarding the ongoing consequences of holding defeased obligations.

Post-Closing Conversion of Convertible Debentures

A Non-Resident Holder of a Convertible Debenture will not be subject to tax under the Tax Act in respect of any capital gain (and will not be entitled to deduct any amount in respect of any capital loss) realized on the disposition of the Convertible Debenture pursuant to a Post-Closing Conversion, unless such Convertible Debenture constitutes “taxable Canadian property” (as defined in the Tax Act) of the Non-Resident Holder at the time of disposition and the Non-Resident Holder is not entitled to relief under an applicable tax treaty. See the section below entitled “*Taxable Canadian Property*”.

A Non-Resident Holder should not be subject to Canadian withholding tax under the Tax Act in respect of interest, including (i) interest that is paid to a Non-Resident Holder, and (ii) amounts deemed to be interest paid or credited to the Non-Resident Holder on their disposition of a Convertible Debenture as a result of a Post-Closing Conversion, provided that the interest is not “participating debt interest” (as defined in the Tax Act). See “*Risk Factor – Withholding Tax*”.

Taxable Canadian Property

Provided that the Common Shares are listed on a designated stock exchange for purposes of the Tax Act (which currently includes both the TSX and NYSE) at a particular time, the Convertible Debentures will not constitute taxable Canadian property to a Non-Resident Holder at such time unless at any particular time during the sixty-month period that ends at that time: (a) (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder did not deal at arm’s length, (iii) partnerships in which the Non-Resident Holder or a person described in (ii) holds a membership interest directly or indirectly through one or more partnerships, or (iv) any combination of the persons and partnerships described in (i) through (iii), owned 25% or more of any class or series of shares of the capital stock of the Company; and (b) the Common Shares derived, directly or indirectly, more than 50% of their fair market value from one or any combination of (i) real or immovable property situated in Canada, (ii) “Canadian resource properties” (as defined in the Tax Act), (iii) “timber resource properties” (as defined in the Tax Act), and (iv) options or interests in respect of property described in (i), (ii) and (iii), whether or not such property exists. In certain other circumstances set out in the Tax Act, Convertible Debentures which are not otherwise taxable Canadian property may be deemed to constitute taxable Canadian property. Non-Resident Holders whose Convertible Debentures may be taxable Canadian property should consult with their own tax advisors for advice having regard to their particular circumstances.

Risk Factor – Withholding Tax

The Tax Act generally does not impose withholding tax on interest paid or credited to non-residents of Canada with whom the payor deals at arm's length. However, Canadian withholding tax does apply to payments of "participating debt interest." For purposes of the Tax Act, participating debt interest is generally interest that is paid on an obligation where all or any portion of such interest is contingent or dependent on the use of or production from property in Canada, is computed by reference to revenue, profit, cash flow, commodity price or any similar criterion or by reference to dividends paid or payable to shareholders of any class of shares of the capital stock of a corporation.

Under the Tax Act, when a debenture or other debt obligation issued by a person resident in Canada is assigned or otherwise transferred by a non-resident person to a person resident in Canada (which would include a conversion of the obligation or payment on maturity), the amount, if any, by which the price for which the obligation was assigned or transferred exceeds the price for which the obligation was issued is deemed to be a payment of interest on that obligation made by the person resident in Canada to the non-resident (an "excess"). The deeming rule does not apply in respect of certain "excluded obligations," although it is not clear whether a particular convertible debenture would qualify as an "excluded obligation." If a convertible debenture is not an "excluded obligation," the issues that arise are whether any excess would be considered to exist, whether any such excess which is deemed to be interest is "participating debt interest," and if the excess is participating debt interest, whether that results in all interest on the obligation being considered to be participating debt interest.

The CRA has stated that it would not consider the excess or regular periodic interest payments to be participating debt interest, provided that the convertible debenture in question was issued by a public corporation and otherwise satisfied the requirements of a "standard convertible debenture" (as that term was defined in a letter from the Joint Committee on Taxation of the Canadian Bar Association and the Canadian Institute of Chartered Accountants sent to the CRA on May 10, 2010) and therefore there would be no withholding tax in such circumstances (provided that the payor and payee deal at arm's length for purposes of the Tax Act). The Convertible Debentures should generally meet the criteria set forth in the CRA's statement. However, the application of the CRA's published guidance to the Convertible Debentures is uncertain and there is a risk that the CRA could take the position that amounts paid or payable to a non-resident holder of Convertible Debentures on account of interest or any excess amount may be subject to Canadian withholding tax at a rate of 25% (subject to any reduction in accordance with any applicable income tax treaty or convention).

The Indenture does not contain a requirement for the Company to increase the amount of interest or other payments to holders of Convertible Debentures should we be required to withhold amounts in respect of income or similar taxes on payments of interest or other amounts.

For further information, holders of Convertible Debentures may contact the Trustee or the Information Agent as follows:

The Trustee is:

COMPUTERSHARE TRUST COMPANY OF CANADA

100 University Avenue
8th Floor
Toronto, ON M5J 2Y1

For Information:
Telephone: 1-800-564-6253 (toll-free)

The Information Agent is:

KINGSDALE ADVISORS

North American Toll Free Phone: 1-866-229-8263

QUESTIONS AND ANSWERS

6.00% SERIES E CONVERTIBLE UNSECURED SUBORDINATED DEBENTURES DUE JANUARY 31, 2025
CUSIP: 04878QAT0 / ISIN: CA04878QAT00

The following are some questions that you, as a holder of the 6.00% Series E convertible, unsecured subordinated debentures (the "Convertible Debentures") of Atlantic Power Corporation ("Atlantic Power" or the "Company"), may have regarding the proposed transaction involving, among others, Atlantic Power and I Squared Capital Advisors (US) LLC ("I Squared Capital"). You are urged to carefully read the accompanying Notice to Debentureholders and the management information circular of Atlantic Power dated March 2, 2021, a copy of which is available on SEDAR at www.sedar.com and on Atlantic Power's website, because the information set out below does not contain all of the information that might be important to you with respect to the proposed transaction and the treatment of your Convertible Debentures.

Capitalized terms used in this document which are not otherwise defined shall have the meanings ascribed thereto in the trust indenture dated December 17, 2009, as supplemented by the fourth supplemental indenture dated November 29, 2012 and the seventh supplemental indenture dated January 29, 2018 (collectively, the "Indenture") governing the Convertible Debentures.

Q: What is the proposed transaction involving Atlantic Power and I Squared Capital?

A: On January 14, 2021, Atlantic Power announced that it, along with certain of its subsidiaries, had entered into a definitive agreement with certain affiliates (the "Purchasers") of infrastructure funds managed by I Squared Capital to take Atlantic Power private. Under the terms of an arrangement agreement dated January 14, 2021, as amended on April 1, 2021 and April 29, 2021, between Atlantic Power, Atlantic Power Preferred Equity Limited ("APPEL"), Atlantic Power Limited Partnership and the Purchasers (the "Arrangement Agreement"), the Purchasers will directly or indirectly acquire all of the outstanding common shares of the Company (the "Common Shares") for US\$3.03 in cash per Common Share and all of the outstanding preferred shares of APPEL (the "Preferred Shares") will be transferred to APPEL for C\$22.00 in cash per Preferred Share pursuant to a plan of arrangement under the *Business Corporations Act* (British Columbia) (the "Proposed Transaction"). The Proposed Transaction has been approved by the holders of Common Shares and Preferred Shares and the closing of the Proposed Transaction (the "Closing") is expected to occur on or about May 14, 2021.

Q: Is the Conversion Price of the Convertible Debentures "in the money"?

A: The Conversion Price for each Common Share to be issued upon the conversion of the Convertible Debentures is C\$4.20 per Common Share. Therefore, the Conversion Price is not currently "in the money" prior to giving effect to the Make Whole Premium as it is less than the current trading price of Atlantic Power's common shares on the Toronto Stock Exchange and New York Stock Exchange.

However, in connection with a Cash Change of Control such as the Proposed Transaction, each Debentureholder is entitled to receive, in addition to the number of Common Shares that such Debentureholder is entitled to receive upon the conversion of the Convertible Debentures into Common Shares at the Conversion Price, an additional number of Common Shares per C\$1,000 principal amount Convertible Debentures equal to the Make Whole Premium (the "Make Whole Premium Shares").

Assuming the Proposed Transaction closes on May 14, 2021 in accordance with the terms of the Arrangement Agreement and based on a USD/CAD daily exchange rate of US\$1 = C\$1.2292, being the rate quoted by the Bank of Canada on April 29, 2021, the eleventh trading day before May 14, 2021 (the "Exchange Rate"), upon the conversion of the Debentures, each C\$1,000 principal amount of Convertible Debentures will be entitled to receive 238.0952 Common Shares plus an additional 37.6857 Common Shares constituting the Make Whole Premium Shares. As a result, the effective Conversion Price for a holder converting their Debentures in connection with the Proposed Transaction is approximately C\$3.63 per Common Share (being a conversion ratio of approximately 275.7809 Common Shares for each C\$1,000 principal amount of Convertible Debentures so converted) and the Conversion Price is "in the money".

Q: How can holders of Convertible Debentures receive the Make-Whole Premium?

A: In order to receive the value represented by the Make Whole Premium, Debentureholders must convert their Convertible Debentures within the period beginning on the day that is 10 trading days prior to Closing and continuing for 30 calendar days following the delivery of the Change of Control Notice on Closing (the "Make Whole Conversion Period").

Debentureholders who convert their Convertible Debentures unconditionally or conditionally prior to 4:00 pm (Toronto time) on May 11, 2021 (the "Conversion Deadline") will participate in the Proposed Transaction as holders of Common Shares and receive: (i) US\$3.03 per Common Share issued on conversion of the Convertible Debentures; (ii) US\$3.03 per Make Whole Premium Share issuable pursuant to the Indenture, conditional upon Closing; and (iii) accrued and unpaid interest from and including the most recent Interest Payment Date to, but excluding, the Date of Conversion, payable in Canadian dollars (the "Transaction Consideration"). In lieu of issuing fractional Common Shares to Debentureholders, each such Debentureholder will be entitled to receive a cash amount in Canadian dollars equivalent to the product of (i) US\$3.03 per Common Share issued on conversion of the Convertible Debentures and (ii) any such fraction of a Common Share which such Debentureholder would otherwise be entitled to receive upon conversion of their Convertible Debentures, and calculated on the basis of the Exchange Rate.

Debentures converted after the Conversion Deadline but prior to the expiry of the Make Whole Conversion Period will not participate in the Proposed Transaction as a holder of Common Shares but instead will receive the Canadian dollar equivalent of the Transaction Consideration being: (i) C\$3.72 per Common Share issuable on conversion of the Convertible Debentures; (ii) C\$3.72 per Make Whole Premium Share issuable pursuant to the Indenture; and (iii) accrued and unpaid interest from and including the most recent Interest Payment Date to, but excluding, the Date of Conversion, payable in Canadian dollars.

Registered holders of Convertible Debentures may convert all or part of their Convertible Debentures by duly completing and signing the conversion form (the "Conversion Notice") attached to the Indenture and delivering the Conversion Notice, together with the Convertible Debenture(s) that are the subject of the conversion, to Computershare Trust Company of Canada ("Computershare") at Computershare's offices located at 100 University Avenue, 8th Floor, Toronto, Ontario. Registered holders of Convertible Debentures who wish to convert their Convertible Debentures prior to the Conversion Deadline and conditional upon the Closing of the Proposed Transaction must complete and sign the conditional conversion notice (the "Conditional Conversion Notice") available by contacting Computershare at 1-800-564-6253, and delivering it to Computershare prior to the Conversion Deadline at Computershare's offices located at 100 University Avenue, 8th Floor, Toronto, Ontario.

As of the date hereof, all of the Convertible Debentures are registered in the name of a nominee of CDS. As a result, you are likely a non-registered beneficial holder of Convertible Debentures.

Beneficial holders who hold their Convertible Debentures through a broker, nominee or intermediary and who wish to convert should provide such instructions to their broker, nominee or intermediary, as applicable. Beneficial holders who wish to convert their Convertible Debentures prior to the Conversion Deadline and conditional upon the Closing of the Proposed Transaction should follow the instructions provided by their broker, nominee or intermediary in that regard. CDS may impose a deadline earlier than the Conversion Deadline for beneficial holders wishing to convert their Convertible Debentures prior to the Conversion Deadline and conditional upon Closing of the Proposed Transaction. Such beneficial holders should consult their brokers, nominees or intermediaries, as applicable, as soon as possible for assistance regarding converting their Convertible Debentures to ensure that their conversion request is received by Computershare by 4:00 p.m. (Toronto time) on May 11, 2021.

Q: What happens if I unconditionally convert my Convertible Debentures prior to the Conversion Deadline and the Proposed Transaction does not close?

A: If you unconditionally convert your Convertible Debentures in advance of the Conversion Deadline and the Closing does not occur, your Convertible Debentures will be converted into Common Shares at a price equal to the Conversion Price under the Indenture, being C\$4.20, and you will have no entitlement to any Make Whole Premium Shares. As noted above, the Conversion Price is not currently “in the money” prior to giving effect to the Make Whole Premium, as it is less than the current trading price of the Common Shares on the Toronto Stock Exchange and New York Stock Exchange.

Q: What happens if I conditionally convert my Convertible Debentures prior to the Conversion Deadline and the Proposed Transaction does not close?

A: If you conditionally convert your Convertible Debentures in advance of the Conversion Deadline and the Closing does not occur, your conditional conversion will be considered to be null and void and your Convertible Debentures will not be converted.

Q: What happens to my Convertible Debentures if my Conversion Notice or Conditional Conversion Notice is not received by Computershare prior to the Conversion Deadline?

A: If your Conversion Notice or Conditional Conversion Notice is not received by Computershare prior to the Conversion Deadline, your Convertible Debentures will be defeased pursuant to the terms of the Indenture.

In connection with the defeasance, Atlantic Power will deposit either an amount in cash in Canadian dollars, or direct obligations of (or obligations guaranteed by) the Government of Canada, with Computershare in trust for and on behalf of holders that have not converted their Convertible Debentures prior to the Conversion Deadline. The amount deposited will be sufficient to pay, satisfy and discharge the entire amount of principal, premium and interest to, but excluding, the first redemption date of January 31, 2023, or the amount payable upon conversion or otherwise, as the case may be, including the maximum amount that may be payable as a Make Whole Premium.

Q: Will the Common Shares and Convertible Debentures be delisted? Will the Company cease reporting in connection with the Closing?

A: Yes. Atlantic Power expects to de-list the Convertible Debentures and the Common Shares from the Toronto Stock Exchange and to de-list the Common Shares from the New York Stock Exchange, effective as of Closing or shortly thereafter. Atlantic Power intends to apply to Canadian securities regulators to cease being a reporting issuer, or to be exempt from its reporting obligations as a Canadian reporting issuer. Atlantic Power also intends to file to deregister under the U.S. Securities Exchange Act of 1934.

Q: What are the Canadian tax consequences if I convert prior to the Conversion Deadline? What if I do not convert prior to the Conversion Deadline?

A: Please see the section in the Notice to Debentureholders entitled "*Certain Canadian Federal Income Tax Considerations*" for further details.

Q: Can I convert my Convertible Debentures after the Conversion Deadline?

A: Yes, you will continue to have the right to convert your Convertible Debentures into the Canadian dollar equivalent of the Transaction Consideration until the expiry of the Make Whole Conversion Period.

If you convert your Convertible Debentures after the expiry of the Make Whole Conversion Period, you will receive a cash amount equal to C\$3.72 in lieu of each Common Share that was previously issuable under the Indenture (representing the Canadian dollar equivalent of US\$3.03 per Common Share based on the Exchange Rate and excluding the Canadian dollar equivalent of the Make Whole Premium Shares issuable prior to the expiry of the Make Whole Conversion Period), plus accrued and unpaid interest from and including the most recent Interest Payment Date to, but excluding, the Date of Conversion.

If you do not convert your Convertible Debentures prior to the expiry of the Make Whole Conversion Period, the Conversion Price of your Convertible Debentures will be "out-of-the-money", as you will no longer be entitled to receive the Canadian dollar equivalent of the Make Whole Premium Shares following the expiry of the Make Whole Conversion Period.

Q: If I convert during the Make Whole Conversion Period, when will I receive the Transaction Consideration or the cash amount equivalent to the Transaction Consideration?

A: If you convert your Convertibles Debentures prior to the Conversion Deadline, you will receive the Transaction Consideration as soon as practicable following Closing.

If you convert your Convertibles Debentures after the Conversion Deadline during the Make Whole Conversion Period, you will receive the cash amount in Canadian dollars equivalent to the Transaction Consideration as soon as practicable after you have completed the conversion.

Q: Will I still get regular interest payments if I do not convert my Convertible Debentures during the Make Whole Conversion Period?

A: Yes, you will continue to receive interest earned on the principal amount of any unconverted Convertible Debentures held for the period up to, but excluding, the earlier of (i) the date on which you convert your Convertible Debentures, and (ii) the date on which the Convertible Debentures are redeemed in accordance with their terms.

Following the defeasance, the Company intends to redeem the Convertible Debentures at par on January 31, 2023 and the Convertible Debentures will continue to bear interest at a rate of 6.00% per annum, payable semi-annually in arrears, up to, but excluding, January 31, 2023.

Q: Will Atlantic Power be required to repurchase my Convertible Debentures in connection with the Proposed Transaction?

A: Yes. In addition to the right to convert their Convertible Debentures and receive the Transaction Consideration (or, following Closing and prior to the expiry of the Make Whole Conversion Period, a cash amount in Canadian dollars equivalent to the Transaction Consideration) as described above, following Closing, Debentureholders will also have the right to require the Company to purchase their Convertible Debentures at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest to the date of purchase (the "Put Right"). The Put Right will be exercisable 30 calendar days following the delivery of the Change of Control Notice to Debentureholders on Closing. Debentureholders that exercise the Put Right will not receive the Transaction Consideration. Atlantic Power will provide more details on the exercise of the Put Right in a separate notice to Debentureholders once the Closing has occurred.

Q: Who can I contact if I have more questions?

A: Atlantic Power recommends that you read the information contained in the accompanying Notice to Debentureholders dated April 29, 2021 and the management information circular of Atlantic Power dated March 2, 2021.

You should contact Computershare at 1-800-564-6253 or Kingsdale Advisors, the Information Agent retained by Atlantic Power, with any questions or requests for assistance you might have at 1-866-229-8263.
