DOCUMENT 2 – THE FIT CONTRACT APPENDICES

EXHIBIT A – TECHNOLOGY-SPECIFIC PROVISIONS
TYPE 5: SOLAR (PV) ROOFTOP FACILITIES

1.1 Application of Exhibit

This version of Exhibit A shall apply to a solar (PV) Rooftop Facility.

1.2 Technology-Specific Values

(a) The Milestone Date for Commercial Operation is the date that is three years following the Contract Date.

(b) The NTP Response Date is the date that is 15 months following the Contract Date.

(c) The NTP Daily Delay Amount is $0.033 per kW of Contract Capacity.

(d) The Pre-Construction Liability Limit is $250,000.00 per Contract Facility plus $10.00 per kW of Contract Capacity.

(e) The amount of the Initial Security is $50.00 per kW of Contract Capacity.

(f) The amount of the Incremental NTP Security is $25.00 per kW of Contract Capacity.

1.3 Technology-Specific Provisions

(a) Notwithstanding Section 9.1(j), in the case of a Contract Facility that utilizes solar (PV) as its Renewable Fuel it shall be a Supplier Event of Default if the Commercial Operation Date has not occurred on or before the date which is six months after the Milestone Date for Commercial Operation.

(b) Where the FIT Contract Cover Page identifies the Facility as a "Rooftop" Facility, the Supplier covenants and agrees that at any time following the Commercial Operation Date where the Facility is generating Hourly Delivered Electricity, it shall be a Rooftop Facility.

EXHIBIT B – METERING AND SETTLEMENT
TYPE 3B: FACILITIES LESS THAN OR EQUAL TO 5 MW NOT REGISTERED IN THE IESO-ADMINISTERED MARKETS

1.1 Application of Exhibit

This version of Exhibit B shall apply to a Facility with a Gross Nameplate Capacity less than or equal to 5 MW that:

(a) is connected to a Distribution System, is not a Behind-the-Meter Facility, and is not a Registered Facility; or

(b) is a Behind-the-Meter Facility, is not a Registered Facility, and is connected to a Host Facility subject to Gross Load Billing.

1.2 Metering Requirements

The Supplier shall provide, at its expense, separate meter(s) and ancillary metering and monitoring equipment as required by the applicable LDC. The Supplier shall provide the OPA with access to the applicable LDC Portal or the IESO's MVPortal, or equivalent with respect to the Facility. In the event that the LDC Portal, the IESO's MVPortal or equivalent is not available, the Supplier must supply validated metering data in one of the following formats: .XML or .CSV at an interval of no more than every 30 days.

1.3 Indexation

The "**Indexed Contract Price**" shall be determined as follows:

(a) Where the FIT Contract Cover Page indicates that the Percentage Escalated is zero percent (0%), the Indexed Contract Price shall be equal to the Contract Price for all years.

(b) For all other Facilities, the Indexed Contract Price in any year "y" shall be the greater of the Indexed Contract Price in the preceding year, "y-1", and the following calculation:

$$\mathbf{CP}_y = (1 - PE) \times \left(TCP_{BD} \times \frac{CPI_x}{CPI_{BD}} \right) + PE \times \left(TCP_{BD} \times \frac{CPI_y}{CPI_{BD}} \right)$$

where:

CP_y	is the Indexed Contract Price applicable in calendar year "y" during the Term;
CPI_x	is the CPI applicable in the month of December immediately preceding the calendar year "x", where "x" is the year that is the earlier of (i) year "y" and (ii) the calendar year corresponding to the Milestone Date for Commercial Operation, as such date was established on the Contract Date prior to any adjustment for Force Majeure or NTP Delay;
TCP_{BD}	is the Total Contract Price;

CPI_{BD}	is the CPI applicable to the month in which the Base Date occurs;
CPI_y	is the CPI for the month of December immediately preceding the commencement of calendar year "y"; and
PE	is the Percentage Escalated expressed as a decimal figure.

1.4 Calculation of Contract Payment

(a) For each hour in a Settlement Period, the Contract Payment shall be an amount expressed in Dollars and equal to the Hourly Delivered Electricity multiplied by (A) the Indexed Contract Price applicable during the corresponding calendar year, and (B) where the FIT Contract Cover Page indicates that the Peak Performance Factor applies, the Peak Performance Factor applicable during the corresponding hour; provided that, if in any hour the Hourly Delivered Electricity exceeds the Contract Capacity times one hour, then for the purposes of the foregoing calculation, the Contract Capacity times one hour shall be used instead of the Hourly Delivered Electricity, and the Contract Payment for such hour shall include an additional amount equal to (i) the HOEP for such hour multiplied by (ii) the Hourly Delivered Electricity minus the Contract Capacity times one hour.

(b) The Contract Payment in respect of a Settlement Period shall be:

(i) the sum of the Contract Payments in respect of each hour in such Settlement Period;

minus

(ii) in relation to the sale, supply or delivery of any Future Contract Related Products, an amount equal to eighty percent (80%) of the difference, if positive, of the total revenues received by the Supplier from the sale of such Future Contract Related Products for that Settlement Period, less the Approved Incremental Costs. For the purposes of this Section 1.4(b) of Exhibit B, "**Approved Incremental Costs**" means the incremental costs incurred by the Supplier for that Settlement Period in excess of the cost of production of the Delivered Electricity, relating to the sale, supply or delivery of such Future Contract Related Products, and which costs are reasonable and have first been verified and approved by the OPA.

(c) Where the Contract Payment in respect of a Settlement Period is a positive number, such amount shall be owed by the applicable LDC to the Supplier. Where such amount is a negative number, the absolute value of such amount shall be owed by the Supplier to the applicable LDC.

EXHIBIT C
FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUE:	[•]
APPLICANT:	[•]
BENEFICIARY:	Ontario Power Authority and its permitted assigns (the "**Beneficiary**")
AMOUNT:	[•]
EXPIRY DATE:	[•]
EXPIRY PLACE:	Counters of the issuing financial institution in Toronto, Ontario
CREDIT RATING:	**[Insert credit rating only if the issuer is not a financial institution listed in either Schedule I or II of the *Bank Act*]**
TYPE:	Irrevocable and Unconditional Standby Letter of Credit Number: [•] (the "**Credit**")

The Credit is issued in connection with the Feed-in Tariff Contract (the "**Contract**") dated **[Insert Date of Contract]** between the Beneficiary and the "Supplier", as such term is defined under the Contract.

We hereby authorize the Beneficiary to draw on **[Issuing Bank Name/Address]**, in respect of the Credit, for the account of the Applicant, up to an aggregate amount of $[•] ([•] Canadian Dollars) available by the Beneficiary's draft at sight accompanied by the Beneficiary's signed certificate stating that:

> "The Supplier is in breach of, or default under, the Contract, and therefore the Beneficiary is entitled to draw upon the Credit in the amount of the draft attached hereto."

Drafts drawn hereunder must bear the clause "Drawn under irrevocable and unconditional Standby Letter of Credit No. [•] issued by [**Issuing Bank Name**] dated [**Issue Date**]."

Partial drawings are permitted.

This Letter of Credit will automatically extend for additional, successive terms of one year each (each an "**Additional Term**"), unless the undersigned provides the Beneficiary with written notice, at least 60 days prior to the expiration date of the then current term, that it does not wish to extend this Letter of Credit for an Additional Term.

We engage with you that all drafts drawn under and in compliance with the terms of the Credit will be duly honoured, if presented at the counters of [**Issuing Bank Name/Address**] at or before [**Expiry Time**] (EST) on [**Expiry Date**], as extended.

The Credit is subject to the International Standby Practices ISP 98, International Chamber of Commerce publication No. 590 and, as to matters not addressed by the ISP 98, shall be governed by the laws of the Province of Ontario and applicable Canadian federal law, and the parties hereby irrevocably agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

This Credit is transferable at the written request of the Beneficiary, without the consent of the Applicant, but subject to consent of the issuing financial institution, acting reasonably. All fees incurred by the issuing financial institution in relation to such transfer shall be at the Applicant's expense, but failure of the Applicant to pay such fees shall not restrict the ability of the Beneficiary to transfer the Credit.

In the event of a transfer of this Credit as provided for above, the above name of the Beneficiary will be amended to another entity by way of an amendment hereto, without the consent of the Applicant, and upon receipt by [**Issuing Bank Name**] of the Beneficiary's dated and signed letter addressed to [**Issuing Bank Name**] and completed as follows:

"We, the undersigned Beneficiary to [**Issuing Bank Name**] Letter of Credit No. [•], hereby waive all our rights under the Letter of Credit and request that the current name and address of the Beneficiary thereunder be amended to read [**insert name and address of new Beneficiary**]. We have enclosed the original Letter of Credit and all amendments (if any) thereto. Please forward the original Letter of Credit and all amendments (if any), including the current amendment to the [**new Beneficiary**], care of the Applicant."

[**Issuing Bank Name**]

By: _____

By: _____

EXHIBIT D
DOMESTIC CONTENT

1.1 Calculation of Domestic Content Level

(a) For each of the "**Designated Activities**" set out in the first column of the Domestic Content Grid applicable to the Contract Facility's technology and Contract Capacity, where the Designated Activity has been performed in relation to the Contract Facility, the Contract Facility shall be allocated the corresponding "**Qualifying Percentage**" set out in the second column of such Domestic Content Grid.

(b) If the Contract Facility comprises more than one of the component(s) specified in the Designated Activity, the Designated Activity must have been performed in relation to all such components forming part of the Contract Facility in order for the Designated Activity to be considered to have been performed in relation to such Contract Facility.

(c) A Designated Activity shall not be considered to be performed in relation to a Contract Facility, where:

(i) some but not all aspects of the Designated Activity were performed in relation to the Contract Facility; or

(ii) the Supplier is unable to provide evidence satisfactory to the OPA, acting reasonably, that the Designated Activity was performed in relation to the Contract Facility.

(d) The "**Domestic Content Level**" in respect of a Contract Facility shall be calculated, following the Commercial Operation Date, as the sum of the Qualifying Percentages allocated to such Contract Facility in accordance with Section 1.1(a) of this Exhibit D.

1.2 Evidence of Performance of Designated Activities

(a) As part of the Domestic Content Report, for each Designated Activity set out as having been performed in relation to the Contract Facility, the Supplier shall provide:

(i) documentation confirming to the satisfaction of the OPA, acting reasonably, that such Designated Activity was performed in relation to the Contract Facility, provided that any confidential information (including pricing) not necessary to verify that the applicable Designated Activity was performed in relation to the Contract Facility, may be redacted; and

(ii) a "Consent to Verify" in the Prescribed Form, signed by the service provider corresponding to the Designated Activity, authorizing the OPA to verify that such service provider performed the Designated Activity.

Table 1: Domestic Content Grid – Wind Power Projects Greater than 10 kW

Designated Activity		Qualifying Percentage
1.	Wind turbine blades cast in a mould in Ontario, and instrumentation that is within the blades has been assembled in Ontario.	16%
2.	Pitch system, where the gear wheels for the pitch system have been cut, carburized and ground in Ontario, and where the pitch system has been assembled and tested in Ontario.	3%
3.	Yaw system where the gear wheels for the yaw system have been cut, carburized and ground in Ontario, and where the yaw system has been assembled and tested in Ontario.	7%
4.	Hub and hub casing, where the hub has been entirely machined in Ontario, i.e. without any pre-machining performed outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge.	2%
5.	Gearbox where gear wheels have been cut, carburized and ground in Ontario, and where the gearbox has been assembled and tested in Ontario. For greater certainty, the gearbox refers to the mechanism that increases the speed of rotation of the generator's shaft. Other gearboxes that are in or form part of another component, e.g. in the yaw system, are included as part of the Designated Activity relating to such other component, as applicable.	11%
6.	Generator and brake, where the generator has been assembled and tested in Ontario. The generator is made up of a rotor, stator, rotor bearings and structures that hold the bearings and stator. For a generator that does not form an integral part of the nacelle, the generator includes the encapsulation of the foregoing components. The manufacturing of the generator must have also included the cutting and assembly of the stator and rotor plates in addition to their winding in Ontario. If the generator uses permanent magnets, these must be installed in Ontario.	3%
7.	Heat exchanger has been assembled and tested in Ontario.	1%
8.	Drive shaft has been entirely machined in Ontario, i.e. without any other pre-machining performed outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge.	1%
9.	Power converter where the assembly, final wiring and testing has been done in Ontario.	5%
10.	Towers that have been physically formed and shaped from steel plates, in Ontario. The steel plates used to manufacture the towers must not have been machined outside Ontario, i.e. they must not have been rolled, bent or welded outside Ontario.	4%

11.	All steel that was formed and shaped into the towers was processed into steel plates in a steel mill in Ontario.	9%
12.	Control panel and electronics, where the assembly, final wiring and testing have been done in Ontario.	2%
13.	Nacelle frame that has been manufactured entirely in Ontario using steel plates and beams that had not previously been machined, i.e. steel plates and beams that have not been bent, folded, welded, pierced or bolted outside Ontario, and without any other pre-machining performed outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge.	2%
14.	Nacelle shell where successive assembly of the armature and shell materials has occurred in Ontario.	2%
15.	Pad mount or equivalent transformers that have been wound and tested in Ontario.	2%
16.	Grid connection, where the transformers used in the grid connection have been wound and tested in Ontario. For greater certainty, this does not include pad mount or equivalent transformers.	10%
17.	Construction costs, and on-site labour performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such labour is performed by individuals that are not Resident in Ontario.	15%
18.	Consulting services, including legal, technical and accounting performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such services are performed by individuals that are not Resident in Ontario.	5%
Total		**100%**

Table 2: Domestic Content Grid – Solar (PV) Power Projects Greater than 10 kW Utilizing Crystalline Silicon PV Technology

Designated Activity		Qualifying Percentage
1.	Silicon that has been used as input to solar photovoltaic cells manufactured in an Ontario refinery.	11%
2.	Silicon ingots and wafer, where silicon ingots have been cast in Ontario, and wafers have been cut from the casting by a saw in Ontario.	13%
3.	The crystalline silicon solar photovoltaic cells, where their active photovoltaic layer(s) have been formed in Ontario.	11%
4.	Solar photovoltaic modules (i.e. panels), where the electrical connections between the solar cells have been made in Ontario, and the solar photovoltaic module materials have been encapsulated in Ontario	15%
5.	Inverter, where the assembly, final wiring and testing has been done in Ontario.	8%
6.	Mounting systems, where the structural components of the fixed or moving mounting systems have been entirely machined or formed or cast in Ontario. The metal for the structural components may not have been pre-machined outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge. The machining and assembly of the mounting system must have entirely taken place in Ontario (i.e. bending, welding, piercing and bolting).	11%
7.	Wiring and electrical hardware that is not part of other Designated Activities, that has been sourced from an Ontario Supplier.	9%
8.	Construction costs, and on-site labour performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such labour is performed by individuals that are not Resident in Ontario.	18%
9.	Consulting services, including legal, technical and accounting performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such services are performed by individuals that are not Resident in Ontario.	4%
Total		**100%**

Table 3: Domestic Content Grid – Solar (PV) Power Projects Greater than 10 kW Utilizing Thin-Film PV Technology

Designated Activity		Qualifying Percentage
1.	Thin film photovoltaic cells where the active photovoltaic layer(s) have been fabricated (by methods including but not limited to vapour deposition, evaporation or sputtering) in Ontario. Where the manufacture of the module is inseparable from the manufacture of the cells, there shall be no separate requirement for the module.	35%
2.	Solar photovoltaic module (i.e. panel), where the electrical connections between the solar cells have been made in Ontario, and solar photovoltaic module materials have been encapsulated in Ontario.	10%
3.	Inverter, where the assembly, final wiring and testing have been done in Ontario.	8%
4.	Mounting systems where the structural components of the fixed or moving mounting systems have been entirely machined or formed or cast in Ontario. The metal for the structural components may not be pre-machined outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge. The machining and assembly of the mounting system must entirely take place in Ontario (i.e. bending, welding, piercing and bolting).	10%
5.	Wiring and electrical hardware that is not part of other Designated Activities, that has been sourced from an Ontario Supplier.	9%
6.	Construction costs, and on-site labour performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such labour is performed by individuals that are not Resident in Ontario.	24%
7.	Consulting services, including legal, technical and accounting performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such services are performed by individuals that are not Resident in Ontario.	4%
Total		**100%**

Table 4: Domestic Content Grid – Solar (PV) Power Projects Less than or Equal to 10 kW

Designated Activity		Qualifying Percentage
1.	Silicon that has been used as input to solar photovoltaic cells manufactured in an Ontario refinery.	10%
2.	Silicon ingots and wafer, where silicon ingots have been cast in Ontario, and wafers have been cut from the casting by a saw in Ontario.	12%
3.	The crystalline silicon solar photovoltaic cells, where their active photovoltaic layer(s) have been formed in Ontario.	10%
4.	Solar photovoltaic modules (i.e. panels), where the electrical connections between the solar cells have been made in Ontario, and the solar photovoltaic module materials have been encapsulated in Ontario.	13%
5.	Inverter, where the assembly, final wiring and testing has been done in Ontario.	9%
6.	Mounting systems, where the structural components of the fixed or moving mounting systems, have been entirely machined or formed or cast in Ontario. The metal for the structural components may not have been pre-machined outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge. The machining and assembly of the mounting system must entirely take place in Ontario (i.e. bending, welding, piercing, and bolting).	9%
7.	Wiring and electrical hardware that is not part of other Designated Activities (i.e., items 1-6 and 8 of this table), sourced from an Ontario Supplier.	10%
8.	All on- and off- site labour and services. For greater certainty, this Designated Activity shall apply in respect of all Contract Facilities.	27%
Total		**100%**

EXHIBIT E

ARBITRATION PROVISIONS APPLICABLE TO SECTIONS 1.7, 1.8, 2.10 AND 12.2

The following rules and procedures (the "**Rules**") shall govern, exclusively, any matter or matters to be arbitrated between the Parties under Sections 1.7, 1.8, 2.10 and 12.2 of this Agreement.

1. **Commencement of Arbitration** – If the Parties and, at the OPA's option, all Other Suppliers required by the OPA to participate, have been unable to reach agreement as contemplated in Sections 1.7, 1.8, 2.10 or 12.2, as applicable, then the OPA shall commence arbitration by delivering a written notice ("**Request**") to the Supplier and such Other Suppliers required by the OPA to participate (collectively the "**Suppliers**"). If the OPA has not already done so, the OPA shall then deliver to the Suppliers the names of all Suppliers. Within 20 Business Days of the delivery of the Request, the OPA shall deliver to the Suppliers a written notice nominating an arbitrator who shall be familiar with commercial law matters and has no financial or personal interest in the business affairs of any of the parties. Within 20 Business Days of the receipt of the OPA's notice nominating its arbitrator, the Suppliers shall by written notice to the OPA nominate an arbitrator who shall be familiar with commercial law matters and has no financial or personal interest in the business affairs of any of the parties. The two arbitrators nominated shall then select a chair person of the arbitration panel (the "**Arbitration Panel**") who shall be a former judge of a Superior Court or appellate court in Canada.

2. **Application to Court** – If the Suppliers are unable to agree on the nomination of an arbitrator within 20 Business Days of the receipt of the OPA's notice nominating its arbitrator, any Supplier or the OPA may apply to a judge of the Superior Court of Justice of Ontario to appoint the arbitrator. If the two arbitrators are unable to agree on a chair person within 30 days of the nomination or appointment of the Suppliers' arbitrator, any supplier or the OPA may apply to a judge of the Superior Court of Justice of Ontario to appoint the chair person.

3. **General** – The Arbitration Panel, once appointed, shall proceed immediately to determine the required amendments or the Replacement Provision, as the case may be, in accordance with the Ontario *Arbitration Act, 1991* and, where applicable, the Ontario International Commercial Arbitration Act, it being the intention of the OPA and the Supplier that there be, to the extent possible, one arbitration proceeding and hearing to determine the required amendments or the Replacement Provision. Unless otherwise agreed by the Parties, the Arbitration Panel shall determine the conduct of the arbitral proceedings, including the exchange of statements of claim and defence, the need for documentary and oral discovery and whether to hold oral hearings with a presentation of evidence or oral argument so that the award may be made within the time period set out below. Each of the Suppliers shall have a right to participate in the arbitration proceeding.

4. **Consolidation** – The Parties agree that should the Arbitration Panel determine that the required amendments or the Replacement Provision needs to be determined through more than one arbitration proceeding, then the Parties agree that the Arbitration Panel shall determine whether the arbitration proceedings shall be consolidated, conducted simultaneously or consecutively or whether any of the arbitration proceedings should be stayed until any of the others are completed.

5. **Award** – The award of the Arbitration Panel, which shall include the required amendments or Replacement Provision, shall be made within six months after the appointment of the Arbitration Panel, subject to any extended date to be agreed by the Parties or any reasonable delay due to unforeseen circumstances.

6. **Costs** – The Parties shall pay their own costs of participating in the arbitration proceedings.

7. **Fees** – Each of the arbitrators on the Arbitration Panel shall be paid their normal professional fees for their time and attendances, which fees together with any hearing room fees, shall be paid by the OPA.

8. **Computation of Time** – In the computation of time under these Rules or an order or direction given by the Arbitration Panel, except where a contrary intention appears, or the parties otherwise agree:

   (a) where there is a reference to a number of days between two events, those days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, even if they are described as clear days or the words "**at least**" are used;

   (b) statutory holidays shall not be counted;

   (c) where the time for doing any act or any order or direction given by the Arbitration Panel expires on a day which is not a Business Day, the act may be done on the next day that is a Business Day; and

   (d) service of a document or notice or any order or direction given by the Arbitration Panel made after 4:00 p.m. (Toronto time), or at any time on a day which is not a Business Day, shall be deemed to have been made on the next Business Day.

9. **Place of Arbitration** – The arbitration, including the rendering of the award, shall take place in Toronto, Ontario, which shall be the seat of the proceedings. The language to be used in the arbitration shall be English.

EXHIBIT F

FORM OF SUPPLIER'S CERTIFICATE
RE COMMERCIAL OPERATION

SUBMIT BY E-MAIL (PDF WITH SIGNATURE) TO
FIT.Contract@powerauthority.on.ca

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Contract.

Date	
Legal Name of Supplier	
Name of Facility	
Agreement Title	Feed-in Tariff Contract #**[Insert Contract #]** (the "Agreement")
Agreement Date	
Commercial Operation Date or Term commencement date	
Beginning of the Hour Ending	01:00 hours (EST)

WHEREAS Section 2.6(a)(v) of the FIT Contract (the "Agreement") between [Supplier Short Name] and the OPA dated as of [Contract Date] provides that the Facility will be deemed to have achieved Commercial Operation at the point in time when, *inter alia*, the OPA has received a certificate (this "Certificate") addressed to it from the Supplier containing certain statements with respect to the Facility, in addition to a separate IE Certificate referenced in Exhibit G of the Agreement;

NOW THEREFORE, [SUPPLIER LEGAL NAME] CERTIFIES to the OPA that:

a) [Independent Engineering Company Legal Name] is:

(i) duly qualified and licensed to practice engineering in the province of Ontario and which holds a certificate of authorization issued by Professional Engineers Ontario;

(ii) does not have a vested interest in the design, engineering, procurement, construction, metering and/or testing of the facility; and

(iii) not an affiliate of [Supplier Short Name] nor directly or indirectly Controlled by [Supplier Short Name].

b) [Supplier Short Name] has provided, or in the case of Section (b)(i), has caused the Independent Engineer to provide, to the OPA the following documentation required to be so provided at or prior to Commercial Operation:

i) Certificate of an independent professional engineer using OPA's "Form of Independent Engineer Certificate" (OPACM-Form-016) in accordance with Section 2.6(a)(iv) of Agreement;

ii) As-built single line diagram in accordance with Section 2.6(a)(iii) of the Agreement;

iii) Workplace Safety and Insurance Act (Ontario) clearance certificate pursuant to Section 2.8(c);

iv) if required pursuant to Section 2.2(c), Metering Plan that has been approved by the OPA; pursuant to Section 2.2(c); and

v) Ontario Energy Board Generator License pursuant to Section 2.9(b).

Signed this [Day] day of [Month, Year] .

[Legal Name of Supplier]

Per: _____

Name: [Name]
Title: [Title]

EXHIBIT G

FORM OF INDEPENDENT ENGINEER'S CERTIFICATE
RE COMMERCIAL OPERATION

SUBMIT BY E-MAIL (PDF WITH SIGNATURE) TO
FIT.Contract@powerauthority.on.ca

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Contract.

Date	
Legal Name of Supplier	
Name of Facility	
Agreement Title	Feed-in Tariff Contract #**[Insert Contract #]** (the "Agreement")
Agreement Date	
Legal Name of Independent Engineer	

WHEREAS Section 2.6(a)(iv) of the Agreement between the Supplier and the OPA dated as of [Contract Date] provides that the Facility will be deemed to have achieved Commercial Operation at the point in time when, *inter alia*, the OPA has received a certificate (this "Certificate") addressed to it from an Independent Engineer containing certain statements with respect to the Facility;

AND WHEREAS [Legal Name of Independent Engineer] (the "Undersigned") acts as the Independent Engineer for the purposes of delivery of this Certificate;

NOW THEREFORE, THE UNDERSIGNED CERTIFIES to the OPA, and acknowledges that the OPA is relying on this Certificate, that:

(i) the Undersigned is duly qualified and licensed to practice engineering in the province of Ontario;

(ii) the Undersigned is neither an employee nor a consultant of the Supplier such that the majority of either the time or billings of the Undersigned during the 18 month period prior to the date hereof were devoted to the Facility;

(iii) the Undersigned is not an affiliate of the Supplier nor directly or indirectly Controlled by the Supplier;

(iv) subject to Section (vi) below, the Facility has been completed in all material respects, excepting punch list items that do not materially and adversely affect the ability of the Facility to operate in accordance with the Agreement;

(v) the Connection Point of the Facility is at the location specified on the FIT Contract Cover Page;

(vi) the Facility has been constructed, connected, commissioned and synchronized to the IESO-Controlled Grid, a Distribution System or an Host Facility such that at least 90% of the Contract

Capacity for the Facility is available to generate Electricity in compliance with Good Engineering and Operating Practices; and

(vii) if required pursuant to Section 2.2(c), the Independent Engineer reviewed the Metering Plan approved by the OPA and all calculations have been performed in accordance therewith.

Signed this	[Day]	day of	[Month, Year]	.

			[Legal Name of Independent Engineer]	
			Per:	
				Name: [Name, P.Eng.]
				Title: [Title]

			Professional Engineer Stamp of Signing Engineer

EXHIBIT H
FORM OF SECURED LENDER CONSENT AND ACKNOWLEDGEMENT

CONSENT AND ACKNOWLEDGMENT AGREEMENT

THIS AGREEMENT made as of this ● day of ●, 20●,

BETWEEN:

[●], [*insert legal form of the Supplier and jurisdiction of organization*]

(the "**Supplier**"),

- and -

[●], in its capacity as [{Secured Lender under the FIT Contract} or {*insert form of Secured Lender representation, e.g., security trustee, collateral agent and trustee, etc. for and on behalf of the Secured Lenders (as defined below)*}]

(the "**Security Agent**"),

- and -

ONTARIO POWER AUTHORITY, a corporation governed by the laws of the Province of Ontario

(the "**OPA**"),

RECITALS:

A. The Supplier and the OPA have entered into a Feed-In Tariff Contract dated as of ●, 20●, contract identification # ● (as amended, supplemented, restated or replaced from time to time in accordance with its terms and this agreement, the "**FIT Contract**") in order to formalize the long-term contractual arrangements for the Supplier to develop and operate the Contract Facility and to supply, directly or indirectly, Electricity and Related Products from the Contract Facility to the Connection Point;

B. ***[Note to finalization: describe structure of collateral arrangements; describe any bond issuance and related trust indentures; identify underlying security and debt documents; identify the "Secured Lenders" if they are anyone other than the Security Agent; identify any intercreditor or collateral agency arrangements];***

C. The Supplier has granted security against, inter alia, all of its right, title, entitlement and interest in and to the FIT Contract in favour of the Security Agent pursuant to the security agreements identified in Schedule "A" (collectively, as amended, supplemented, restated or replaced from

time to time, the "**Security Agreements**"), as security for its present and future indebtedness, liabilities and obligations under and in respect of the ***[Note to finalization: describe underlying debt instrument(s)]*** (the "**Secured Debt**"); and

D. The Supplier has agreed that it will incur Secured Debt only for the purposes of financing its acquisition, construction, re-development, ownership, operation and maintenance of the Contract Facility or the Contract Facility together with one or more other renewable generating facilities in Ontario and any refinancing of any such debt;

THEREFORE, the parties agree as follows:

1. Defined Terms

Unless otherwise provided in this agreement or the context otherwise requires, all capitalized terms which are not defined in this agreement have the respective meanings given to them in the FIT Contract.

2. Acknowledgement and Confirmation of Rights of Security Agent

The OPA acknowledges and confirms that:

(a) the Supplier has delivered to the OPA copies of the Security Agreements **[Note to finalization:** *and any applicable trust indenture*];

(b) the Security Agreements **[Note to finalization:** *and any applicable trust indenture*] constitute Secured Lender's Security Agreements for purposes of the FIT Contract and are binding on the OPA in the enforcement of the OPA's rights and remedies provided in the FIT Contract (as contemplated by Section 11.1(d) of the FIT Contract); and

(c) the Security Agent constitutes the Secured Lender for purposes of the FIT Contract and, without limiting the generality of the foregoing, is entitled to the benefit of the provisions of Article 11 of the FIT Contract in favour of a Secured Lender and is entitled to enforce the same as if the Security Agent were a party to the FIT Contract.

3. Covenants of the Security Agent

The Security Agent covenants and agrees with the OPA (and in the case of paragraphs (a), (d), (f) and (h) below, covenants, agrees, represents and warrants to the OPA) as follows:

(a) Should the Security Agent commence enforcement of the Security Agreements with respect to the FIT Contract, it will comply with the terms, conditions and obligations applicable to a Secured Lender under Section 11.2 of the FIT Contract as they relate to the Security Agent's security interests in the FIT Contract during such enforcement.

(b) The Security Agent agrees that it will comply with Section 11.2(f) of the FIT Contract.

(c) The Security Agent **[*Note to finalization*:** (*is and will be*) or (*is not*)] at Arm's Length from the Supplier.

(d) The Security Agreements listed on Schedule "A" constitute all of the security granted by the Supplier in favour of the Security Agent as at the date first written above.

(e) Except the Security Agreements **[Note to finalization:** , *any applicable trust indenture*]and any other security that is delivered by the Security Agent to the OPA in accordance with Section 11.1(d) of the FIT Contract, the Security Agent acknowledges that any other security granted in favour of the Security Agent will not be binding upon the OPA.

(f) All of the security registrations made pursuant to the *Personal Property Security Act* (Ontario) in respect of the Security Agreements are set out in Schedule "A".

(g) If the Supplier is in default under or pursuant to any Security Agreement **[Note to finalization:** *or the trust indenture*] and the Security Agent intends to exercise any rights afforded to it with respect to the FIT Contract, then the Security Agent will give notice of such default to the OPA at least 10 Business Days prior to exercising any such rights under the FIT Contract.

(h) The Security Agent has entered into this agreement and holds the security granted pursuant to the Security Agreements.

(i) Only the Security Agent will be entitled to exercise the rights and remedies under the Security Agreements as the Secured Lender except that in accordance with Section 11.2(g) of the FIT Contract, when the Security Agent has appointed an agent, a receiver or a receiver and manager, or has obtained a court-appointed receiver or receiver and manager for the purpose of enforcing the Security Agent's security, that Person may exercise any of the Security Agent's rights under Section 11.2 of the FIT Contract.

(j) The address of the Security Agent to which notices may be sent pursuant to Section 11.1(d) of the FIT Contract is set forth in Section 5 of this agreement.

(k) The Security Agent will provide the OPA with written notice of any change in the identity or address of the Security Agent.

4. Covenants of the Supplier

The Supplier covenants, agrees, represents and warrants to the OPA as follows:

(a) The Security Agreements **[Note to finalization:** *and any applicable trust indenture*] are subject to the terms and conditions applicable to a Secured Lender's Security Agreement that are contained in Article 11 of the FIT Contract, and comply therewith.

(b) The Supplier has provided to the OPA true and complete copies of the Security Agreements **[Note to finalization:** *and any applicable trust indenture*], and the Security Agreements **[Note to finalization:** *and any applicable trust indenture*] constitute Secured Lender's Security Agreements and the Security Agent constitutes a Secured Lender for purposes of the FIT Contract.

(c) All of the security registrations made pursuant to the *Personal Property Security Act* (Ontario) in respect of the Security Agreements are set out in Schedule "A".

(d) The recitals to this agreement are true and accurate and the Supplier agrees that all Secured Debt will have been incurred in connection with the acquisition, construction, re-

development, ownership, operation and maintenance of the Contract Facility or the Contract Facility together with any together with one or more other renewable generating facilities in Ontario and any refinancing of any such debt.

(e) The Supplier will provide the OPA with true and complete copies of any new or amendments to any Secured Lender's Security Agreement.

(f) The Security Agreements **[Note to finalization:** *and any applicable trust indenture*] do not and will not secure any indebtedness, liability or obligation of the Supplier that is not related to the Contract Facility, the Contract Facility together with any together with one or more other renewable generating facilities in Ontario, or the FIT Contract, or cover any real or personal property of the Supplier not related to the Contract Facility or the Contract Facility together with any together with one or more other renewable generating facilities in Ontario.

5. Notice

All notices pertaining to this agreement not explicitly permitted to be in a form other than writing will be in writing and will be given by facsimile or other means of electronic transmission or by hand or courier delivery. Any notice will be addressed to the parties as follows:

If to the Supplier:

●
●
●
●

Attention: ●
Facsimile: ●

If to the OPA:

Ontario Power Authority
120 Adelaide Street West
Suite 1600
Toronto, Ontario
M5H 1T1

Attention: **FIT Contract Manager**
Facsimile: (416) 967-6071

If to the Security Agent:

●
●
●
●

Attention: ●
Facsimile: ●

Notice delivered or transmitted as provided above will be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if a notice is delivered or transmitted after 5:00 p.m. local time or such day is not a Business Day, then such notice will be deemed to have been given and received on the next Business Day. Any party may, by written notice to the other parties, change its respective representative or the address to which notices are to be sent.

6. Successors and Assigns

Subject to complying with Sections 15.5 and 15.6 of the FIT Contract, the benefits under this agreement accruing to each of the parties to this agreement will extend to all their respective successors and permitted assigns, only if they agree, according to their interests, to be bound by all the provisions of this agreement (it being the responsibility of each party to give notice to each other party of such assignment and to require its successors and permitted assigns to expressly acknowledge and agree in favour of each other party to be bound by this agreement). Subject to complying with Section 15.5 of the FIT Contract, upon the acquisition by any such successor or permitted assign of such an interest, such successor or permitted assign will be joined, as a party benefiting and bound by this agreement, by an appropriate further agreement supplementary to this agreement in form and substance acceptable to the OPA, acting reasonably.

7. Execution and Delivery

This agreement may be executed by the parties hereto in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles will together constitute one and the same agreement.

8. Governing Law

This agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

[EXECUTION PAGE IMMEDIATELY FOLLOWS]

IN WITNESS OF WHICH, the parties have duly executed this agreement as of the date first written above.

●

By: _____
Name: ●
Title: ●

By: _____
Name: ●
Title: ●

●

By: _____
Name: ●
Title: ●

By: _____
Name: ●
Title: ●

ONTARIO POWER AUTHORITY

By: _____
Name:
Title:

SCHEDULE "A" TO EXHIBIT H

LIST OF SECURITY AGREEMENTS AND REGISTRATION DETAILS

The following Security Agreements were granted by the Supplier in favour of the Security Agent (each of which was dated ●, 20●):

(a) ●

(b) ●

(c) ●

The following registrations were made against the Supplier in favour of the Security Agent under the *Personal Property Security Act* (Ontario):

●