

v. 1.2 (July 31, 2015)

Reference: L-006354-SPV-001-044

**Nanticoke Solar LP**

and

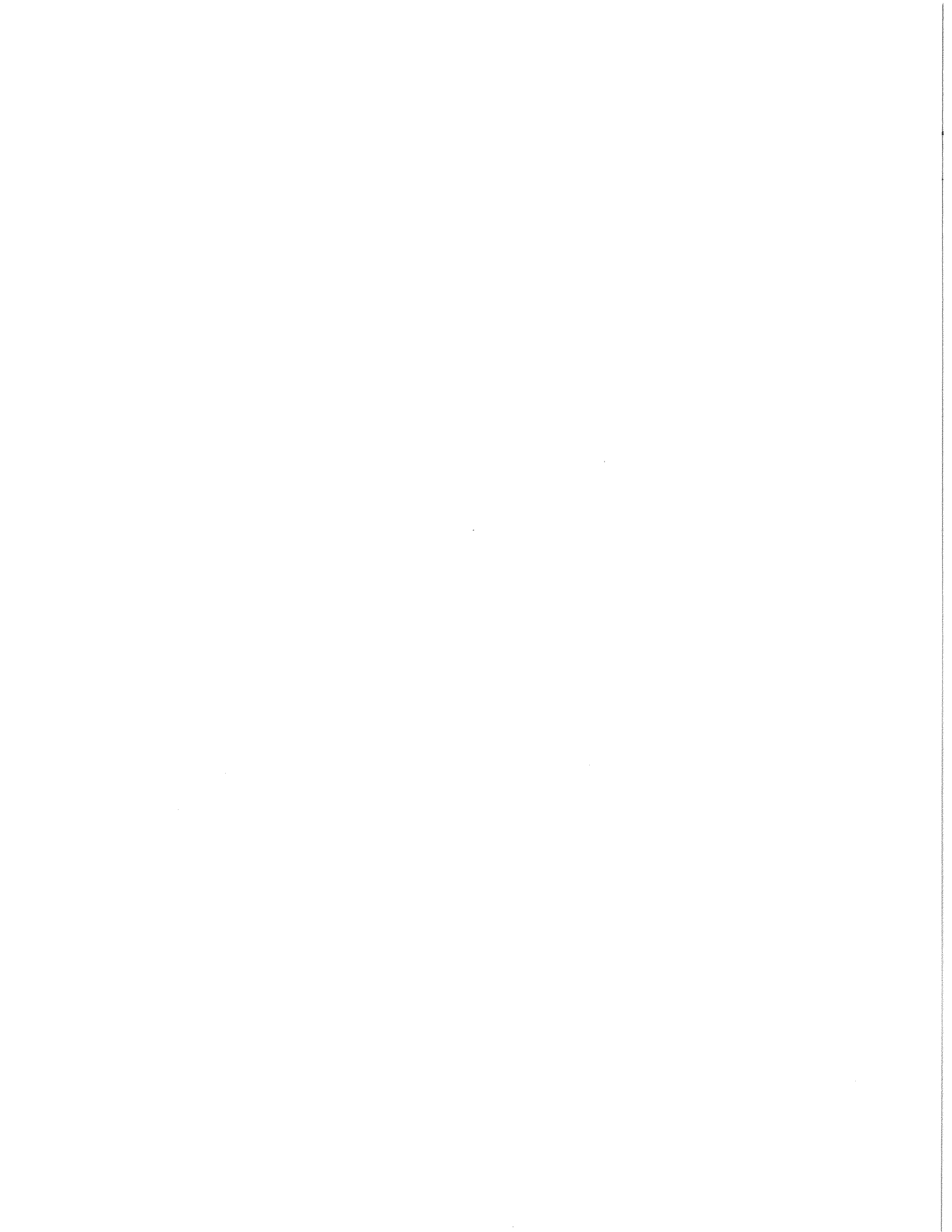
**INDEPENDENT ELECTRICITY SYSTEM OPERATOR**

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**LARGE RENEWABLE PROCUREMENT I CONTRACT**

DATED as of the 9th day of March, 2016

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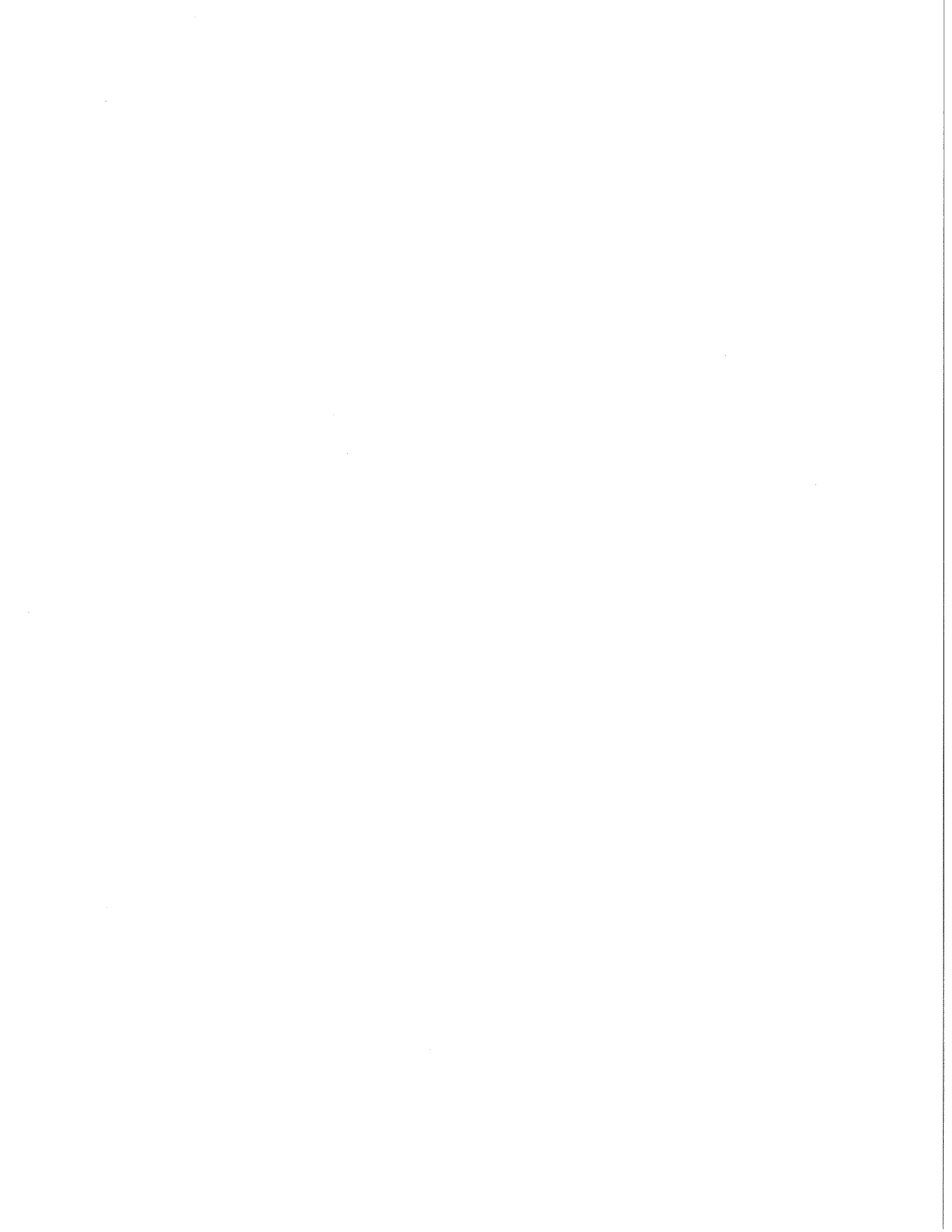


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**Section 18.6 Rights and Remedies Not Limited to Contract**

Unless expressly provided in this Agreement, the express rights and remedies of the Buyer or the Supplier set out in this Agreement are in addition to and shall not limit any other rights and remedies available to the Buyer or the Supplier, respectively, at law or in equity.

**Section 18.7 Time of Essence**

Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

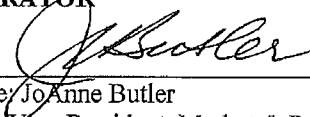
**Section 18.8 Further Assurances**

Each of the Parties shall, from time to time on written request of the other Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be required, acting reasonably, in order to fully perform and to more effectively implement and carry out the terms of this Agreement. The Parties agree to promptly execute and deliver any documentation required by any Governmental Authority in connection with any termination of this Agreement.

**IN WITNESS OF WHICH**, and intending to be legally bound, the Parties have executed this Agreement by the undersigned duly authorized representatives as of the date first stated above.

**INDEPENDENT ELECTRICITY SYSTEM  
OPERATOR**

By: \_\_\_\_\_

  
Name: Jo Anne Butler  
Title: Vice-President, Market & Resource  
Development

I have authority to bind the corporation.

*Nanticoke Solar LP, by its general partner  
Nanticoke Solar Inc.*

By: \_\_\_\_\_

Name: Josephina Erzetic  
Title: Director of Nanticoke Solar Inc., the  
general partner of, Nanticoke Solar LP

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