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ER-2016-0313

BY COURIER

October 18, 2016
File No.: 137592.1005

Ontario Energy Board
P.O. Box 2319
27th Floor
2300 Yonge Street
Toronto, ON M4P 1E4

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OCT 20 2016

ONTARIO ENERGY BOARD

Attention: Ms. K. Walli, Board Secretary

Dear Ms. Walli:

Re: TerraForm Ontario Solar - Application for Leave to Transfer Generation Licence

We are counsel to TerraForm Ontario Solar, LLC (the "Applicant"). On behalf of the Applicant, we are hereby applying, pursuant to section 18(2) of the *Ontario Energy Board Act*, for leave of the Board to transfer the Applicant's electricity generation licence (EG-2015-0174) (the "Licence") to TerraForm Ontario Solar LP (the "Transferee") in connection with a planned internal reorganization within the TerraForm Power, Inc. group of companies. A copy of the Licence is included as **Attachment "A"** to this application.

The Licence currently authorizes the Applicant to own and operate the following solar generation facilities at the City of Kawartha Lakes, Ontario: (i) Sandringham Solar Energy Centre located at 780 Sandringham Road and (ii) Woodville Solar Energy Centre located at 995 Canbray Road (collectively, the "Facilities"). The sale of output from the Facilities is governed by certain power purchase agreements (collectively, the "FIT Contracts") entered into with the former Ontario Power Authority (now the Independent Electricity System Operator ("IESO")) under the Feed-In Tariff Program.

It is our expectation that, upon review of this application, the Board would grant the Transferee a generation licence that includes a condition that it will not take effect until the effective date of the assignments, by the IESO, of the FIT Contracts. Upon receipt, the Applicant would provide a copy of the conditional licence to the IESO in order to obtain the IESO's consent to assign the FIT Contracts. Upon receipt of the

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IESO consents, the Applicant would promptly file copies with the Board for the purposes of having the condition removed and the final licence issued. To meet the timing requirements associated with the internal reorganization (including to accommodate the sequencing of aforementioned steps involving the IESO), we respectfully request the Board's issuance of the conditional electricity generation licence to the Transferee as soon as practicable.

To assist the Board in its review of this application, we have provided below certain information relating to the Transferee, the Facilities and the FIT Contracts.

1. Applicant Business Information

Transferee of Electricity Generation Licence

Name: TerraForm Ontario Solar LP
Address: 7550 Wisconsin Ave.
Bethesda, MD 20814
Telephone: 240-762-7700
Fax: 240-762-7900
Email: b davidson@terraform.com

2. FIT Contracts and Notice to Proceed

Sandringham Solar Energy Centre

Contract Identification #: F-000608-SPV-130-505
Contract Date: April 23, 2010
Date NTP was received: March 1, 2013

Woodville Solar Energy Centre

Contract Identification #: F-000619-SPV-130-505
Contract Date: April 26, 2010
Date NTP was received: March 1, 2013

3. Licence Primary Contact

Name: Ben Davidson
Address: 7550 Wisconsin Ave.
Bethesda, MD 20814
Telephone: 240-762-7700
Fax: 240-762-7900
Email: b davidson@terraform.com

4. Key Individuals

Jeff Meigel	Vice President
Rebecca Cranna	President and Director
Sebastian Deschler	Senior Vice President and Director

5. Generation Facilities

There have been no changes to the description regarding the connection of the Facilities as originally provided by the Applicant in its electricity generation licence application.

6. Connection

There have been no changes to the description regarding the connection of the Facilities as originally provided by the Applicant in its electricity generation licence application.

7. Technical and Financial Resources

There are no changes in terms of the new licensee's technical qualifications or financial viability relative to the current licensee.

Yours truly,



Laura Elmhirst

LE/rw
Attachment

Attachment "A"

Electricity Generation Licence (EG-2015-0174) - TerraForm Ontario Solar, LLC



Electricity Generation Licence

EG-2015-0174

TerraForm Ontario Solar, LLC

Valid Until

June 23, 2035

Original signed by

Peter Fraser
Vice President, Industry Operations & Performance
Ontario Energy Board
Date of Issuance: June 11, 2015
Effective Date: June 24, 2015

Ontario Energy Board
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2300 Yonge Street
27th Floor
Toronto, ON M4P 1E4

Commission de l'énergie de l'Ontario
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1 Definitions

In this Licence:

"Act" means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

"Electricity Act" means the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A;

"generation facility" means a facility for generating electricity or providing ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system and includes any structures, equipment or other things used for that purpose;

"Licensee" means TerraForm Ontario Solar, LLC;

"regulation" means a regulation made under the Act or the Electricity Act;

2 Interpretation

- 2.1 In this Licence words and phrases shall have the meaning ascribed to them in the Act or the Electricity Act. Words or phrases importing the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of this Licence. Any reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document. In the computation of time under this Licence where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens. Where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

3 Authorization

- 3.1 The Licensee is authorized, under Part V of the Act and subject to the terms and conditions set out in this licence, to generate electricity or provide an ancillary service for sale under a contract with the IESO and the contract is entered into as part of a standard offer program offered by the IESO. This Licence authorizes the Licensee only in respect of those facilities set out in Schedule 1.
- 3.2 The Licensee is authorized to conduct business in the name under which this Licence is issued, or any trade name(s) listed in Schedule 2.

4 Obligation to Comply with Legislation, Regulations and Market Rules

- 4.1 The Licensee shall comply with all applicable provisions of the Act and the Electricity Act, and regulations under these acts, except where the Licensee has been exempted from such compliance by regulation.
- 4.2 The Licensee shall comply with all applicable Market Rules.

5 Obligation to Maintain System Integrity

- 5.1 Where the IESO has identified, pursuant to the conditions of its licence and the Market Rules, that it is necessary for purposes of maintaining the reliability and security of the IESO-controlled grid, for the Licensee to provide energy or ancillary services, the IESO may require the Licensee to enter into an agreement for the supply of energy or such services.
- 5.2 Where an agreement is entered into in accordance with paragraph 5.1, it shall comply with the applicable provisions of the Market Rules or such other conditions as the Board may consider reasonable. The agreement shall be subject to approval by the Board prior to its implementation. Unresolved disputes relating to the terms of the Agreement, the interpretation of the Agreement, or amendment of the Agreement, may be determined by the Board.

6 Restrictions on Certain Business Activities

- 6.1 Neither the Licensee, nor an affiliate of the Licensee shall acquire an interest in a transmission or distribution system in Ontario, construct a transmission or distribution system in Ontario or purchase shares of a corporation that owns a transmission or distribution system in Ontario except in accordance with section 81 of the Act.

7 Provision of Information to the Board

- 7.1 The Licensee shall maintain records of and provide, in the manner and form determined by the Board, such information as the Board may require from time to time.
- 7.2 Without limiting the generality of paragraph 7.1 the Licensee shall notify the Board of any material change in circumstances that adversely affects or is likely to adversely affect the business, operations or assets of the Licensee, as soon as practicable, but in any event no more than twenty (20) days past the date upon which such change occurs.

8 Term of Licence

- 8.1 This Licence shall take effect on June 24, 2015 and expire on June 23, 2035. The term of this Licence may be extended by the Board.

9 Fees and Assessments

- 9.1 The Licensee shall pay all fees charged and amounts assessed by the Board.

10 Communication

- 10.1 The Licensee shall designate a person that will act as a primary contact with the Board on matters related to this Licence. The Licensee shall notify the Board promptly should the contact details change.
- 10.2 All official communication relating to this Licence shall be in writing.
- 10.3 All written communication is to be regarded as having been given by the sender and received by the addressee:
- a) when delivered in person to the addressee by hand, by registered mail or by courier;

- b) ten (10) business days after the date of posting if the communication is sent by regular mail; or
- c) when received by facsimile transmission by the addressee, according to the sender's transmission report.

11 Copies of the Licence

11.1 The Licensee shall:

- a) make a copy of this Licence available for inspection by members of the public at its head office and regional offices during normal business hours; and
- b) provide a copy of this Licence to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

SCHEDULE 1 LIST OF LICENSED GENERATION FACILITIES

This Schedule specifies the facilities which the Licensee is authorized to own and operate in accordance with paragraph 3 of this Licence.

1. The ownership and operation of Sandringham Solar Energy Centre with an installed capacity of 9.975 MW located at 780 Sandringham Road, Kawartha Lakes, Ontario.
2. The ownership and operation of Woodville Solar Energy Centre with an installed capacity of 9.975 MW located at 995 Canbray Road, Kawartha Lakes, Ontario.

SCHEDULE 2 AUTHORIZED TRADE NAMES

1. None