



February 10, 2025

Via Email (Registrar@oeb.ca)

Nancy Marconi PEng, MBA
Registrar
Ontario Energy Board
P.O. Box 2319 2300 Yonge Street 27th Floor
Toronto ON M4P 1E4
Canada

Re: Application to amend Electricity Generation Licence EG-2017-0120 (the “Licence”)

Dear Registrar:

We write on behalf of our client, Amherst Island Windlectric ULC (“**Amherst Island**” or the “**Licensee**”). Amherst Island respectfully applies for an amendment to the License, pursuant to subsection 74(1)(b) of the *Ontario Energy Board Act* (the “**Act**”), to reflect the Licensee’s name change to “Amherst Island Windlectric ULC” on January 7, 2025 (the “**Name Change**”). The Name Change is evidenced by the Certificate of Name Change issued by the Registrar of Companies (British Columbia) attached hereto as **Appendix “A”**. The requested amendment is of an administrative nature. There are no other requested amendments to the Licence, which is attached hereto as **Appendix “B”**.

Amherst Island is the owner and operator of Amherst Island Wind Project (the “**Project**”), a wind electricity generation facility that is the subject of a Feed-in-Tariff contract with the Independent Electricity System Operator (the “**IESO**”).

[Redacted]

[Redacted]

For certainty, Amherst Island will continue to hold the Licence as issued (and proposed to be amended herein) and operate the Project as approved by the Ontario Energy Board. In addition, there have been no changes to the description of the Project or otherwise as originally provided in connection with the original application for the Licence.

The Name Change has no material adverse impact and continues to align with the public interest, having regard to the objectives of the Ontario Energy Board (the “**Board**”) and the purposes of the *Electricity Act, 1998* (Ontario). Amherst Island submits that no one will be adversely affected in a material way by a decision of the Board regarding this application, and therefore requests that the Board exercise its authority under subsection 21(4)(b) of the Act to dispose of this application without a hearing.

The IESO is aware of the Name Change. If and once the amended Licence is issued, the Licensee undertakes to provide a copy to the IESO pursuant to its obligations under the IESO *Market Rules*.

The following information is to be updated in the Board’s records as a result of the Name Change:

- The registered address of Amherst Island is now 745 Thurlow Street, Suite 2400, Vancouver, British Columbia, V6E 0C5;
- The name of the primary contact for Amherst Island will be Christopher Yang, General Counsel and S.V.P., Corporate & Commercial, with contact information as follows:
[REDACTED]
- The current directors of Amherst Island are set out below:

Name	Contact Information
Cameron Tajvar (<i>Chairperson</i>)	[REDACTED]
Nathan Hanson	
John King	
David Nanus	
Thomas Chin	
David Marshall	

- The current officers of Amherst Island are set out below:

Name and Title	Contact Information
Jeff Norman <i>Chief Executive Officer</i>	[REDACTED]
Christopher Yang <i>General Counsel and S.V.P., Corporate & Commercial</i>	
Kevin Melnyk <i>S.V.P., Finance</i>	
Ian MacRobbie	

MTDOCS 60114516

S.V.P., Operations

Steven Burns

Operations Director

Adam Loudon

Operations Director

Cameron Tajvar

Managing Director

Nathan Hanson

Managing Director

John King

Managing Director

Andrew Groff

Managing Director, Treasury

Suzanne Pepe

S.V.P., Tax

Kevin Mascolino

Director, Tax

Upendra Prajapati

S.V.P., Tax

Jeff Wade

Chief Compliance Officer

Michelle Genieczko

Assistant Secretary

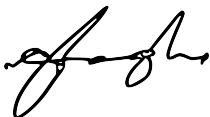
We would be happy to discuss the proposed amendment to the License and any other questions that you may have in connection with this letter. Any correspondence can be directed to the undersigned at [REDACTED] including in copy the individuals named below.

Thank you for your timely consideration.

Yours truly,

McCarthy Tétrault LLP

Per:



Gurvir Sangha, Associate

MTDOCS 60114516

Nancy Marconi PEng, MBA - February 10, 2025

APPENDIX A
CERTIFICATE OF NAME CHANGE (BRITISH COLUMBIA)

(See attached.)



Number: C1512447

CERTIFICATE OF CHANGE OF NAME

BUSINESS CORPORATIONS ACT

I Hereby Certify that AMHERST ISLAND WINDLECTRIC INC. changed its name to AMHERST ISLAND WINDLECTRIC ULC on January 7, 2025 at 12:01 AM Pacific Time.



ELECTRONIC CERTIFICATE

Issued under my hand at Victoria, British Columbia

On January 7, 2025

T.K. SPARKS

Registrar of Companies
Province of British Columbia
Canada



Number: C1512447

CERTIFICATE OF CONTINUATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that Windlectric Inc., has continued into British Columbia from the Jurisdiction of YUKON, under the Business Corporations Act, with the name AMHERST ISLAND WINDLECTRIC INC. on November 19, 2024 at 11:51 AM Pacific Time.



ELECTRONIC CERTIFICATE

Issued under my hand at Victoria, British Columbia

On November 19, 2024

T.K. SPARKS

Registrar of Companies
Province of British Columbia
Canada

APPENDIX B
ELECTRICITY GENERATION LICENCE EG-2017-0120

(See attached.)



Electricity Generation Licence

EG-2017-0120

Windelectric Inc.

Valid Until

May 3, 2037

Original Signed By

Brian Hewson

Vice President, Consumer Protection & Industry Performance

Ontario Energy Board

Date of Issuance: May 4, 2017

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

Commission de l'énergie de l'Ontario
C.P. 2319
2300, rue Yonge
27e étage
Toronto ON M4P 1E4

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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 Windlectric Inc.;

“**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 May 4, 2017 and expire on May 3, 2037. 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

The Licence authorizes the Licensee only in respect to the following:

1. The ownership and operation of Amherst Island wind project with an installed capacity of 74.112 MW located on Amherst Island, Stella, Ontario..

SCHEDULE 2 AUTHORIZED TRADE NAMES

1. None