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September 30th, 2022

Bedrock Energy Corp. Stakeholder Draft E-LT1 Contract Response

The following are our comments regarding the Draft E-LT1 Contract ("Contract").

- 1. Milestone Date for Commercial Operation – Section 2.3(c):**
- 2. Buyer Information During Design and Construction – Section 2.4(b).**

The above cited sections both reference a "Time of Essence" stipulation that we believe should be addressed. In Section 2.3(c), if a market participant has paid the liquidated damages owed, it should negate any further recourse from the IESO, whether they be a shortening of term, or an outright contract termination. In the same vein, relating to Section 2.4(b), failure to deliver a Project Status Report should not be a terminable event if liquidated damages are paid. It is Bedrock's opinion that the "Time of Essence" stipulations are unduly punitive if they could result in termination.

- 3. Reports to Buyer – Section 15.3.**

The citing of "Outages" in Section 15.3 (c) broadly, creates a measure of ambiguity that would seem to apply the notices applicable to "Planned Outages" to "Outages" more broadly. In doing so, it seems to require that forced Outages take place in accordance with a Planned Outage scheduled which of course is unrealistic. Bedrock would like to suggest a reconsideration of language within this section.

Signed by:

A handwritten signature in black ink that reads "E. Tummillo".

Evan Tummillo
Director, Research and Vendor Relations