**SUBMIT BY EMAIL (PDF WITH SIGNATURE) TO CONTRACT MANAGEMENT:**

contract.management@ieso.ca

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

| Date | insert date |
| --- | --- |
| Contract Type | select Contract Type |
| Legal Name of Supplier | insert legal name of Supplier (the “Supplier”) |
| Name of Facility | insert name of Facility |
| Resource ID | insert Resource ID |
| Contract Title | insert contract title or Contract ID as appropriate (the “Contract”) |
| Contract Date | insert Contract Date |
| Milestone Date for Commercial Operation | insert Milestone Date for Commercial Operation |
| Maximum Contract Capacity (MW) | insert Maximum Contract Capacity  |
| Type of Facility | [ ]  Electricity Storage Facility [ ]  not an Electricity Storage Facility |

WHEREAS Section 2.5(a)(i) of the Contract provides that the Facility will be deemed to have achieved Commercial

Operation at the point in time when, inter alia, the Buyer has received a certificate directly from an Independent

Engineer containing certain statements with respect to the Facility (this “Certificate”);

AND WHEREAS, insert name of Independent Engineer (the “Undersigned”) acts as the Independent Engineer for the purposes of providing this Certificate;

NOW THEREFORE, THE UNDERSIGNED CERTIFIESto the Buyer, and acknowledges that the Buyer is relying on this Certificate, that:

1. the Undersigned is:
	1. a Professional Engineer duly qualified and licensed to practice engineering in the Province of Ontario; and
	2. employed by an independent engineering firm which holds a certificate of authorization from Professional Engineers Ontario that is not affiliated with the Supplier nor directly or indirectly Controlled by the Supplier and that does not have a vested interest in the design, engineering, procurement, construction, metering and/or testing of the Facility.
2. 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 Contract;
3. the Connection Point of the Facility is at the location specified in Exhibit A of the Contract;
4. the Facility is able, under normal operating conditions, to Deliver a sustained amount of Electricity for a period at least equal to the Duration Capability;

1. the Facility has been constructed, connected, commissioned and synchronized to the IESO-Controlled Grid or a Distribution System, as applicable, such that 100% of the Contract Capacity, or, in the case of a Storage Facility, the Storage Capacity, is available to generate, Withdraw, store and Deliver Electricity, as applicable, in compliance with Good Engineering and Operating Practices and Laws and Regulations;
2. if the Facility is an Eligible Expansion, the Eligible Expansion has not resulted in a reduction in the Existing Facility Capacity;
3. the Facility has passed a Performance Test; and
4. the Facility or the Supplier, as applicable, has all permits and approvals issued by Governmental Authorities which are required to construct, operate and maintain the Facility in accordance with Laws and Regulations, including the final Registration Approval Notification (RAN) issued by the System Operator.

The Independent Engineer represents and warrants that all of the information in this Certificate is complete, true

and accurate, and there is no material information omitted from this Certificate that makes the information

contained herein misleading or inaccurate.

| Independent Engineer: insert name of Independent Engineer |
| --- |
| Signature and Professional Engineer Stamp of Signing Engineer: |
| Name:       |
| Title:       |
| Dated this       day of       , 20   |