**SUBMIT BY EMAIL (PDF WITH SIGNATURE WITH LRP I CONTRACT REFERENCE # IN SUBJECT LINE)**

**TO CONTRACT MANAGEMENT:**

contract.management@ieso.ca

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

 [ ]  This is a new Force Majeure event, start date: <insert date, if applicable>

 [ ]  This is an update to an existing Force Majeure No.: <insert the Force Majure #>

 [ ]  This is a termination Notice, termination date: <insert date, if applcable>

| Date | <insert date> |
| --- | --- |
| Legal Name of Supplier | <insert legal name of Supplier> |
| LRP I Contract reference # | <insert LRP I Contract reference #> |
| Contract Date | <insert Contract Date> |
| Milestone Date for Commercial Operation | <insert MCOD> |
| Force Majeure No. | <insert the Force Majeure #> |
| Title of Force Majeure | <insert a brief description of the Force Majeure> |

Pursuant to section 10.1(b) of the LRP I Contract, the Supplier is hereby submitting this completed Prescribed Form – Notice of Force Majeure to the IESO. The Supplier agrees and consents that the IESO may disclose any information contained in this Prescribed Form – Notice of Force Majeure, the LRP I Contract or related documentation to any Person for the purpose of assessing this Force Majeure claim and such disclosure shall not constitute a breach of Article 7 of the LRP I Contract.

| 1. **Description of events leading to Force Majeure**

Provide reasonably full particulars of the cause and timing of the events relating to the invoked Force Majeure. Also provide documentary evidence of the same, including, without limitation, the following: newspaper articles, correspondence, emails, notes, reports, memoranda and any other documentation relevant to establishing Force Majeure. |
| --- |
| <insert description of events leading to the invoked Force Majeure> |

| 1. **Effect of Force Majeure**

Provide reasonably full particulars of the effect of the invoked Force Majeure on the Supplier’s ability to fulfill its obligations under the LRP I Contract. Also provide documentary evidence of the same, including, without limitation, the following: reports, policy documents, correspondence, emails, notes, memoranda and any other documentation relevant to establishing the effect. |
| --- |
| <insert description of effect of the invoked Force Majeure> |

| 1. **Cost of alternatives available to remedy or remove the Force Majeure**

Provide reasonably full particulars of alternatives available to the Supplier to remedy or remove the Force Majeure, together with an estimation of the costs with respect to each alternative. Also provide documentary evidence of the same, including, without limitation, the following: written cost estimates, legal or professional opinions or reports, municipal or other government policy documents and any other documentation relevant to establishing the cost. |
| --- |
| <insert description of available alternatives and the associated costs> |

| 1. **Commercially Reasonable Efforts**

Provide reasonably full particulars of efforts, if any, undertaken or contemplated by the Supplier to remedy or remove the Force Majeure. Also provide documentary evidence of the Commercially Reasonable Efforts listed, including, without limitation, the following, as applicable: meeting requests with municipal officials, notes from meetings or telephone calls, minutes of meetings, letter or email correspondence with third parties, copies of reports, policies, proposals, newspaper articles and any other documentation relevant to establishing the Commercially Reasonable Efforts. |
| --- |
| <insert description of Commercially Reasonable Efforts> |

***(Use separate attachments or extra pages, as necessary)***

The Supplier represents and warrants that all of the information in this Prescribed Form – Notice of Force Majeure, including all documentation provided herewith, is complete, true and accurate, and there is no material information omitted from this Prescribed Form – Notice of Force Majeure that makes the information contained herein misleading or inaccurate.

The Supplier acknowledges and agrees that this Notice is being delivered to the Buyer solely for the purposes of the LRP I Contract. It does not constitute a notice for any other purpose, including, without limitation, to meet an obligation to provide notice to the System Operator pursuant to the IESO Market Rules.

| Supplier: <insert legal name of Supplier> |
| --- |
| Signature: |
| Name:       |
| Title:       |
| I have the authority to bind the Supplier. |
| Dated this       day of       , 20   |