

# FEED-IN TARIFF microFIT CONTRACT PRESCRIBED FORM: NOTICE OF TERMINATION FORM

IESO-microFIT- NOTICE OF TERMINATION FORM (2015-01)

**SUBMIT BY E-MAIL (PDF WITH SIGNATURE) TO:**  
[microFIT.Contract@ieso.ca](mailto:microFIT.Contract@ieso.ca)

All capitalized terms in this form will have the meanings set out in the definition section of the microFIT Contract.

|                                  |  |  |  |  |  |
|----------------------------------|--|--|--|--|--|
| <b>Date</b>                      |  |  |  |  |  |
| <b>Legal Name of Supplier</b>    | "Supplier"                             |  |  |  |  |
| <b>microFIT Reference Number</b> | FIT-M (the "microFIT Contract")        |  |  |  |  |
| <b>microFIT Contract version</b> | <input type="checkbox"/> Version 1.3   | <input type="checkbox"/> Version 1.4   | <input type="checkbox"/> Version 1.5   | <input type="checkbox"/> Version 1.6   | <input type="checkbox"/> Version 1.6.2 |
|                                  | <input type="checkbox"/> Version 2.0   | <input type="checkbox"/> Version 2.0.1 | <input type="checkbox"/> Version 2.1   | <input type="checkbox"/> Version 2.1.1 | <input type="checkbox"/> Version 3.0   |
|                                  | <input type="checkbox"/> Version 3.0.1 | <input type="checkbox"/> Version 3.1   | <input type="checkbox"/> Version 3.1.1 | <input type="checkbox"/> Version 3.2   | <input type="checkbox"/> Version 3.3   |
|                                  | <input type="checkbox"/> Version 4.0   | <input type="checkbox"/> Version 4.1   |  |  |  |

The Parties have agreed to terminate the microFIT Contract on the terms and subject to the conditions set out below:

## Notice of Termination:

- Pursuant to the microFIT Contract, the Supplier is hereby electing to terminate the microFIT Contract. Provided that the Notice of Termination has been correctly completed by the Supplier, the termination of the microFIT Contract will be effective thirty (30) days following receipt of this Notice of Termination by the IESO (the "**Effective Date**"). Where the thirtieth (30th) day does not fall on a Business Day, the Effective Date will be the next following Business Day. For clarity, where this Notice of Termination is not transmitted to, or received by the IESO on a Business Day prior to 5:00PM, it shall be deemed to have been given and received on the next following Business Day.
- Capitalized terms not defined herein shall have meanings given to them in the microFIT Contract.
- This Notice of Termination shall be binding upon and enure to the benefit of the Parties and their respective heirs, executors, legal representatives, administrators and successors.
- This Notice of Termination shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- This Notice of Termination may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

## Supplier Representations and Warranties

- As of the date of this Notice of Termination, the Supplier confirms that the microFIT Contract remains in full force and effect in accordance with its terms and any amendment entered into by the IESO and the Supplier.
- The Supplier represents and warrants to the IESO that all data and information set out in this form and any supporting documentation that is submitted by the Supplier in connection with this request is complete, true and accurate in all material respects, and there is no material information omitted that makes the information contained herein misleading or inaccurate.

## Supplier Release

- As of the Effective Date, the microFIT Contract will be terminated and the Supplier agrees to release and waive any rights and obligations arising in connection with or in relation to the Application or the microFIT Contract without further recourse, with the exception of those sections of the microFIT Contract referenced in Section 10 below.
- With the exception of those sections of the microFIT Contract referenced in Section 10 below, the Supplier hereby releases the IESO and its directors, officers, employees, shareholders, auditors, consultants (including economic and legal advisors), contractors,

agents (including contractors and their employees), the Government of Ontario, and any ministries and agencies thereof, and the LDC, and their respective directors, officers, employees, auditors, consultants (including economic and legal advisors), contractors and agents (including contractors and their employees) (collectively, the "**IESO Releasees**") from and against any and all claims arising out of, or in connection with the microFIT Contract, either in law or in equity, which the Supplier ever had, or may have, including any claim with respect to the termination of the microFIT Contract as provided in section 8 above of this Notice of Termination (the "**Supplier Release**"). The Supplier agrees not to make any claim or to initiate any proceedings against the IESO Releasees with respect to any matters that are the subject of the Supplier Release.

### **Supplier Release**

10. **For microFIT contract versions 1.3, 1.4, 1.5, 1.6, and 1.6.2** inclusive, the provisions of sections 4.4, 5, 8.3, 8.4, 8.5, 8.6 and 9 and such other provisions as are necessary for the interpretation thereof, will survive the termination of the microFIT Contract.

**For microFIT contract versions 2.0, 2.0.1, 2.1, 2.1.1, 3.0, 3.0.1, 3.1, 3.1.1, 3.2, 3.3, 4.0, and 4.1** the provisions of sections 2.2, 3, 6.3, 6.4, 6.5, 6.6, 6.7, 7, 12, 13, and 14 and such other provisions as are necessary for the interpretation thereof, will survive the termination of the microFIT Contract.

For greater clarity, the termination of the microFIT Contract shall not affect or prejudice the terms and conditions contained in this Notice of Termination.

[SIGNATURE PAGE TO FOLLOW]

The Supplier has signed and dated this Notice of Termination as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

[SIGN ON APPROPRIATE LINE]

***If the Supplier is a natural person(s)***

Per: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Witness Signature  
Print Name: \_\_\_\_\_

***If the Supplier is a corporation***

Per: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I have the authority to bind the corporation.

***If the Supplier is a limited partnership***

\_\_\_\_\_ (Supplier)  
by its general partner \_\_\_\_\_

Per: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I have the authority to bind the limited partnership.

The name(s) entered above as the signature of the Supplier will be relied upon by the IESO for the purposes of binding the Supplier.