

PRESCRIBED FORM: FORCE MAJEURE NOTICE

SUBMIT BY E-MAIL (PDF WITH SIGNATURE) TO CONTRACT MANAGEMENT:

Contract.Management@ieso.ca

Capitalized terms not defined herein have the meanings ascribed thereto in the Energy Storage Facility Agreement, and for the purposes of Energy Storage Facility Agreement, "IESO" refers to the Sponsor.

- This is a new Force Majeure event, start date: _____
- This is an update to existing Force Majeure No.: _____
- This is a termination notice, termination date: _____

Date	
Legal Name of Supplier	
Energy Storage Facility Agreement Identification #	(the "Energy Storage Facility Agreement")
Contract Date	
Milestone Date for Commercial Operation/COD (as applicable)	
Force Majeure No.	
Title of Force Majeure	

Pursuant to Section 11.1 of the Energy Storage Facility Agreement, the Supplier is hereby submitting this completed Force Majeure notice (and in the case of Energy Storage Facility Agreement, "Notice") to the IESO. The Supplier agrees and consents that the IESO may disclose any information contained in this Force Majeure Notice, the Energy Storage Facility Agreement 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 8 of the Energy Storage Facility Agreement.

No notice delivered pursuant to the Energy Storage Facility Agreement will be deemed to be notice for any other purpose, including any obligation to provide notice pursuant to the IESO Market Rules.

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.)

2. Effect of Force Majeure (Provide reasonably full particulars of the effect of Force Majeure on the Supplier's ability to fulfill its obligations under the Energy Storage Facility Agreement. Also provide documentary evidence of the same, including, without limitation, the following: reports, policy documents, correspondence, notes, memoranda and any other documentation relevant to establishing the effect.)

3. 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 related 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 and reports, municipal or other government policy documentation and any other documentation relevant to establishing the cost.)

4. Commercially Reasonable Efforts (Provide reasonably full particulars of efforts, if any, undertaken or contemplated by the Supplier to remedy or remove 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.)

(Use a separate attachment or extra pages, as necessary.)

The Supplier represents to the IESO that all the statements, data, approvals, consents, and information set out in this Force Majeure notice/ Notice are complete and accurate in all material respects, and there is no material information omitted from this Force Majeure notice/ Notice that makes the information contained herein misleading or inaccurate.

Signed this _____ day of _____, _____

Per: _____

Name: _____

Title: _____

I have the authority to bind the Supplier.