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

**TO CONTRACT MANAGEMENT:**

[contract.management@ieso.ca](mailto:contract.management@ieso.ca)

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

| Date | <insert date> |
| --- | --- |
| Legal Name of Supplier | <insert legal name of Supplier> |
| LRP I Contract Reference # | <insert LRP I Contract Reference #> |
| LRP I Contract Date | <insert LRP I Contract Date> |
| Milestone Date for Commercial Operation | <insert LRP I Contract MCOD> |
| Contract Capacity | <insert Contract Capacity> |
| Renewable Fuel | Solar Facility  Not a Solar Facility |

WHEREAS Section 2.7(a)(iv) of the LRP I Contract provides that the Contract Facility will be deemed to have achieved Commercial Operation at the point in time when, *inter alia*, the Buyer has received a certificate (this “Certificate”) directly from an Independent Engineer containing certain statements with respect to the Contract Facility;

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 Project.
2. the Contract Facility has been completed in all material respects, excepting punch list items that do not materially and adversely affect the ability of the Contract Facility to operate in accordance with the LRP I Contract;
3. the Connection Point of the Contract Facility is that set out in Exhibit B of the LRP I Contract;
4. the Contract Facility has been constructed, connected, commissioned and synchronized to the IESO-Controlled Grid or a Distribution System, as applicable, such that at least 90% of the Contract Capacity is available to Deliver Electricity in compliance with Good Engineering and Operating Practices and Laws and Regulations; and
5. where the Contract Facility is a Solar Facility:

where the installed solar modules are composed of monocrystalline panels, that the rated efficiency of such panels were no less than 16%; or,

where the installed solar modules are composed of polycrystalline panels, that the rated efficiency of such panels were no less than 15.3%;

based upon module specification sheets or other standard related documentation that confirmed that the stated efficiency ratings for such panels were obtained under Standard Testing Conditions.

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 |