

ADDENDUM NO. 1
Dated August 12, 2026, to the
IESO LLT(e) RFP

In accordance with Section 3.3 of the LLT(e) RFP, this Addendum No. 1 contains amendments to the LLT(e) RFP posted on the Website and amendments to the LLT(e) Contract incorporated by reference in Appendix B to the LLT(e) RFP.

Capitalized terms used in this document have the meaning given to such terms in the LLT(e) RFP or the LLT(e) Contract, as applicable.

1. In Section 3.6(f)(ii) of the LLT(e) RFP, replace “Canadian Construction Labour” with “Canadian Construction Labour Suppliers”.
2. Delete Section 4.6 of the LLT(e) RFP in its entirety and replace it with the following:

“4.6 Selected Proponent

Any Proponent whose Proposal is included on the Offer List shall be a “**Selected Proponent**” and shall be required to enter into an LLT(e) Contract as described in Section 2.2 in respect of the applicable Proposal(s), and to carry out the provisions of the LLT(e) Contract.

In the event that any Selected Proponent fails to enter into an LLT(e) Contract within the timeline set out in Section 3.8(a)(iii) in respect of the applicable Proposal(s), or in the event a Selected Proponent or Selected Proposal is otherwise disqualified or rejected pursuant to this LLT(e) RFP prior to the execution of an LLT(e) Contract, the IESO may, in its Discretion, elect to reapply the process set out in Section 4.5, including the re-performance of the Deliverability Test with updated assumptions in respect of Selected Proponents remaining on the Offer List, *mutatis mutandis*, in respect of all Proposals initially added to the Preliminary List at the conclusion of Stage 4 (other than those that have been previously added to the Offer List) to add additional Proposal(s) to the Offer List in order to meet the Total Target Annual Energy.

3. In Appendix A – Glossary of Terms of the LLT(e) RFP, amend the definition of “Committed Canadian Content Percentage” by deleting the words “that the Supplier commits” and replacing them with the words “that the Proponent, if selected as a Selected Proponent, commits under the LLT(e) Contract”.
4. In Appendix A – Glossary of Terms of the LLT(e) RFP, delete the definition of “Common Corridor Circuits” in its entirety and replace it with the following:

Common Corridor Circuits

means Circuits that are:

- (i) parallel to one another and utilize the same, or proximate parallel land-based rights of way; or

- (ii) start and end at common transmission stations.

5. In Section 1.1 of the LLT(e) Contract, in the definition of “**Late Quarterly Report Administrative Charge**” delete “2.4(a)(ii)” and replace it with “2.4(b)”.
6. In Section 1.1 of the LLT(e) Contract, delete the following definition in its entirety:

“**RFP Effective Date**” means [●].”
7. Delete Section 2.4 of the LLT(e) Contract in its entirety and replace it with the following:

“2.4 Buyer Information During Design and Construction

Prior to COD, the Supplier shall provide the Buyer with progress reports as follows:

- (a) By the fifteenth (15th) day of each calendar quarter following the Contract Date and continuing until COD, the Supplier shall provide the Buyer with a quarterly progress report in the form of Exhibit Q, describing the status of efforts made by the Supplier to achieve Commercial Operation and the progress of the design and construction work and the status of approvals of any Governmental Authority relating to the Facility. Such quarterly progress reports shall report on the progress of all applicable Reportable Events. At the Buyer’s request, the Supplier shall provide an opportunity for the Buyer to meet with appropriate personnel of the Supplier to discuss and assess the contents of any such quarterly progress report. The Supplier acknowledges that the quarterly progress reports and photographs of the Facility may be posted or printed by the Buyer on the Buyer’s Website or in other publications from the Buyer or disclosed by the Buyer to the Government of Ontario.
- (b) The Supplier acknowledges that time is of the essence to the Buyer with respect to providing quarterly progress reports pursuant to Section 2.4(a). Where the Supplier fails to satisfy the requirements of Section 2.4(a), the Supplier shall pay to the Buyer, within ten (10) Business Days after receipt of an invoice from the Buyer, as liquidated damages and not as a penalty, a sum of five thousand Dollars (\$5,000) (the “**Late Quarterly Report Administrative Charge**”). The Late Quarterly Report Administrative Charge shall not limit other remedies the Buyer may have under this Agreement in respect of ongoing failure to deliver the quarterly progress reports within the time period set out in this Section 2.4(a). If the Supplier fails to pay to the Buyer the amount of the Late Quarterly Report Administrative Charge within ten (10) Business Days after receipt of an invoice from the Buyer, the Buyer shall be entitled to draw and retain from the Completion and Performance Security the amount of such Late Quarterly Report Administrative Charge.
- (c) In addition to the quarterly progress reports it is required to provide pursuant to Section 2.4(a), the Supplier shall also provide the Buyer with notice of any material incident, loss, casualty, event or concern which may occur or arise during the course

of the development, construction or commissioning of the Facility, promptly and, in any event, within ten (10) Business Days following the later of: (i) the Supplier becoming aware of any such incident, loss, casualty, event or concern occurring or arising; and (ii) the Supplier becoming aware of the materiality of same, with such timing in each case based upon the Supplier having acted in accordance with Good Engineering and Operating Practices. Without limiting the generality of the foregoing, if there occurs or arises any incident, event or circumstance which results, or is likely to result, in a delay in the aggregate of thirty (30) days or more in the achievement of Commercial Operation following the Milestone Date for Commercial Operation, including delays arising from events of Force Majeure, the Supplier shall promptly (and, in any event, within ten (10) Business Days of the date that such delay was first reasonably known or should reasonably have been known by the Supplier) notify the Buyer and the Parties shall meet to discuss the Supplier's strategies for eliminating or reducing, to the extent possible and practicable to do so, the impact of such delay on the development, construction and/or commissioning of the Facility."

8. In Section 7.1 of the LLT(e) Contract delete the reference to "2.4(a)(i)" and replace it with "2.4(a)".
9. In Section 8.1(d) of the LLT(e) Contract, delete "and (iv)" and replace it with the following: "(iv) quarterly progress reports and photographs of the Facility on the Buyer's Website or in publications or disclosed to the Government of Ontario; and (v)".
10. In Section 14.2(a) of the LLT(e) Contract delete the reference to "2.4(a)(ii)" and replace it with "2.4(b)".