

ADDENDUM NO. 1
Dated August 14, 2025, to the
IESO LT2(e-1) RFP

In accordance with Section 3.3 of the LT2(e-1) RFP, this Addendum No. 1 contains amendments to the LT2(e-1) RFP posted on the Website and amendments to the LT2(e-1) Contract incorporated by reference in Appendix B to the LT2(e-1) RFP.

Capitalized terms used in this document have the meaning given to such terms in the LT2(e-1) RFP or the LT2(e-1) Contract, as applicable.

1. Add the following new Section 2.2(l) to the LT2(e-1) RFP:

“(l) *Transmission Connection Cost Exceedance*

Where the Facility’s proposed Connection Point is located on a Transmission System, if the Supplier’s cost of electrical interconnection of the Facility to the Connection Point that is reflected in a written estimate of such costs provided by the applicable Transmitter for purposes of a connection and cost recovery agreement or similar binding agreement for the cost recovery of electrical interconnection to the Connection Point, despite the Supplier’s use of Commercially Reasonable Efforts and Good Engineering and Operating Practices to minimize such costs, is more than thirty percent (30%) higher than the costs reflected in the IESO Generalized Tx Connection Cost Reference, the Supplier may provide a Tx Connection Cost Exceedance Notice to the Buyer in which the Supplier must provide supporting details of such anticipated Tx Connection Cost Exceedance and request the termination of the LT2(e-1) Contract. No later than thirty (30) Business Days after its receipt of a Tx Connection Cost Exceedance Notice, the Buyer shall provide a Buyer Tx Connection Cost Exceedance Confirmation to the Supplier confirming whether or not it agrees, acting reasonably, that the Transmitter’s estimated costs would constitute a Tx Connection Cost Exceedance. Where the Buyer Tx Connection Cost Exceedance Confirmation confirms the Supplier’s substantiation of the anticipated Tx Connection Cost Exceedance, the Buyer shall elect in such notice that either (i) the Buyer shall reimburse the Supplier following COD for seventy-five percent (75%) of the amount by which the Paid Connection Costs exceed one hundred and thirty percent (130%) of the costs reflected in the IESO Generalized Tx Connection Cost Reference as of the Proposal Submission Deadline, or (ii) the LT2(e-1) Contract shall be automatically terminated and all Completion and Performance Security shall be returned to the Supplier within twenty (20) Business Days of the Buyer’s Tx Connection Cost Exceedance Confirmation.”

2. In Section 3.1(a) of the LT2(e-1) RFP, the date of “July 24, 2025” appearing in the second row of the table setting out the definition of the Question and Comment Deadline is deleted and replaced with “August 21, 2025”.

3. Add the following definitions in Appendix A of the LT2(e-1) RFP in the alphabetical order:

“

IESO Generalized Tx Connection Cost Reference means the document identified as such issued by the IESO and published on the Website prior to the Proposal Submission Deadline.

”

4. Add the following definitions in Section 1.1 of the LT2(e-1) Contract in the alphabetical order:

“Buyer Tx Connection Cost Exceedance Confirmation” has the meaning given to it in Section 2.2(f).

“IESO Generalized Tx Connection Cost Reference” has the meaning given to such term in the LT2(e-1) RFP.

“Paid Connection Costs” has the meaning given to it in Section 2.2(g).

“Paid Connection Costs Notice” has the meaning given to it in Section 2.2(g).

“Paid Connection Cost Exceedance” means the amount by which the Paid Connection Costs exceed one hundred and thirty percent (130%) of the costs reflected in the IESO Generalized Tx Connection Cost Reference as of the Proposal Submission Deadline.

“Tx Connection Cost Exceedance” has the meaning given to it in Section 2.2(e).

“Tx Connection Cost Exceedance Notice” has the meaning given to it in Section 2.2(e).

5. Add the following new Section 2.2(e), (f) and (g) in the LT2(e-1) Contract:

“

- (e) Notwithstanding the foregoing, where the Connection Point is located on a Transmission System, if the Supplier’s cost of electrical interconnection of the Facility to the Connection Point that is reflected in a written estimate of such costs provided by the applicable Transmitter for purposes of a connection and cost recovery agreement or similar binding agreement for the cost recovery of electrical interconnection to the Connection Point, despite the Supplier’s use of Commercially Reasonable Efforts and Good Engineering and Operating Practices to minimize such costs, is more than thirty percent (30%) higher than the reference cost set out in the IESO Generalized Tx Connection Cost Reference (such circumstance, a **“Tx Connection Cost Exceedance”**), the Supplier may, no later than eighteen

(18) months after the Contract Date, provide a notice to the Buyer in which the Supplier provides supporting details of such anticipated Tx Connection Cost Exceedance and request the termination of this Agreement (such notice, a **“Tx Connection Cost Exceedance Notice”**).

- (f) No later than thirty (30) Business Days after its receipt of a Tx Connection Cost Exceedance Notice, the Buyer shall provide a notice to the Supplier confirming whether or not it agrees, acting reasonably, that the Tx Connection Cost Exceedance Notice substantiates a Tx Connection Cost Exceedance (such notice, a **“Buyer Tx Connection Cost Exceedance Confirmation”**). Where the Buyer Tx Connection Cost Exceedance Confirmation confirms the Supplier’s substantiation of a Tx Connection Cost Exceedance, the Buyer shall elect in such notice either (i) that it agrees to reimburse the Supplier following COD for seventy-five percent (75%) of the Paid Connection Costs Exceedance or (ii) that this Agreement shall be automatically terminated without any costs or payments of any kind to either Party and all Completion and Performance Security shall be returned to the Supplier within twenty (20) Business Days of the Supplier’s receipt of the Buyer Tx Connection Cost Exceedance Confirmation. Where there is any dispute as to whether the Supplier has substantiated a Tx Connection Cost Exceedance, such dispute shall be submitted to mandatory and binding arbitration in accordance with Section 16.2 without first having to comply with Section 16.1.
- (g) Where the Buyer has elected in a Buyer Tx Connection Cost Exceedance Confirmation to reimburse the Supplier for seventy-five percent (75%) of the Paid Connection Cost Exceedance, the Supplier shall provide a notice to the Buyer no later than thirty (30) days following the COD containing all evidence reasonably required to confirm the amount paid by the Supplier to the Transmitter in respect of the interconnection of the Facility to the Connection Point (such amount, the **“Paid Connection Costs”** and such notice, a **“Paid Connection Cost Notice”**). No later than twenty (20) Business Days after its receipt of a Paid Connection Cost Notice, the Buyer shall provide notice to the Supplier, confirming the amount of the Paid Connection Cost Exceedance evidenced in the Paid Connection Cost Notice to the satisfaction of the Buyer, acting reasonably. Following delivery of such notice from the Buyer confirming the Paid Connection Cost Exceedance, the Buyer shall pay to the Supplier seventy-five percent (75%) of the Paid Connection Cost Exceedance in the next Monthly Payment, provided that, where the amount of such Buyer payment is greater than \$10,000,000, the Buyer may divide such payment into twelve equal monthly installments, which shall be included with the twelve subsequent Monthly Payments. Where there is any dispute as to the Buyer’s calculation of any Paid Connection Cost Exceedance, such dispute shall be submitted to mandatory and binding arbitration in accordance with Section 16.2 without first having to comply with Section 16.1.

6. In Section 16.6(c) of the LT2(e-1) Contract add the words “, other than as a result of a *bona fide* enforcement of a Secured Lender Security Agreement under Article 12 of this Agreement,” after the words “Commercial Operation Date” appearing in the 5th line of such clause.
7. In the last sentence of Section 16.7(b) of the LT2(e-1) Contract, replace the words “new contract” with “New Agreement”.