

This page sets out the instructions for completing the Prescribed Form: Attestation for Eligible Purchase Agreement – Post-base Period (this “**Prescribed Form**”) required by subsection 10.10 of Ontario Regulation 429/04, under Section 25.33 of the Electricity Act (“**O. Reg. 429/04**”).

All capitalized terms used in these instructions and the Prescribed Form, unless otherwise stated, have the meanings ascribed to the non-capitalized versions of the same terms in O. Reg. 429/04.

GENERAL INSTRUCTIONS FOR PRESCRIBED FORM:

- a. The first page of a Prescribed Form should be marked with the name of the market participants that are the subject of the Eligible Purchase Agreement.
- b. This instruction page is not required to be submitted as part of the completed Prescribed Form.
- c. The Prescribed Form is required to be submitted electronically via email to the IESO at corporateppa@ieso.ca.
- d. Information provided in the Prescribed Form should be consistent with the information provided in the Eligible Purchase Agreement, where applicable.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept in sequential order.
- f. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- g. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Eligible Purchase Agreement. If not applicable, they should be marked "Not Applicable".
- h. If a signature is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the proponent. The Prescribed Form may be printed, signed and scanned, or may be signed digitally through Adobe (Digital ID, or Fill and Sign), Apple Preview or DocuSign.
- i. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

SPECIFIC INSTRUCTIONS FOR PRESCRIBED FORM:

- j. This Prescribed Form is intended to be a joint submission, with distinct requirements for each party:

- i. The Eligible Generator is responsible for completing section 2(a) and section 3 of the Prescribed Form.
- ii. The Eligible Purchase Customer is responsible for completing section 1, section 2(b) and section 4 of the Prescribed Form.
- iii. Each party must attest to the completeness and truth of the Prescribed Form for which that party is responsible.
- k. A completed Prescribed Form must relate to one Eligible Purchase Agreement only; one Eligible Purchase Customer only; and one Eligible Generator only.
- l. A completed Prescribed Form may relate to one or more load facilities and one or more Eligible Generation Facilities.
- m. The Eligible Purchase Customer is responsible for submitting the Prescribed Form to the IESO.
- n. The Prescribed Form must be submitted electronically via email to the IESO at corporateppa@ieso.ca. The email subject line, and the file names of the Prescribed Form, must begin with the unique C-PPA Identifier previously provided by the IESO and the submission type (e.g. "C-PPA Identifier - Prescribed Form - Attestation for Eligible Purchase Agreement – Post-base Period").
- o. The Prescribed Form must be submitted as a complete email package of 20MB or less (or multiple email packages of 20MB or less) following the instructions in (n) above.

Defined Terms

"IESO C-PPA Identifier" means the unique identifier assigned by the IESO to each Corporate Power Purchase Agreement (C-PPA) submission, which must (once assigned) be used to reference the Eligible Purchase Agreement and associated Prescribed Form and Prescribed Form Materials.

"Prescribed Forms" means the forms required by subsection 10.10 of Ontario Regulation 429/04 under Section 25.33 of the Electricity Act ("O. Reg. 429/04").

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

DRAFT

Capitalized terms not defined herein have the meanings ascribed to them in the O. Reg. 429/04

Section 1 – Information of the Market Participants and the Eligible Purchase Agreement

a.	IESO C-PPA identifier:	
b.	Legal name of the Eligible Generator:	
c.	Legal name of the Eligible Purchase Customer:	
d.	Name of the Eligible Generation Facility or Facilities:	
e.	Name of the load facility or facilities:	
f.	Binding Date of the Eligible Purchase Agreement:	

Section 2 – Confirmation of Mandatory Requirements

Note: Please check the boxes for confirmation.

A) The Eligible Generator declares that:

<input type="checkbox"/>	It was a market participant throughout the applicable base period.
<input type="checkbox"/>	The Eligible Purchase Agreement was binding and in effect throughout the applicable base period.
<input type="checkbox"/>	Each Eligible Generation Facility supplying Eligible Electricity under the Eligible Purchase Agreement, throughout the applicable base period: <ul style="list-style-type: none"> - did not consume more electricity than it generated; - physically supplied some volume of Eligible Electricity into the IESO-controlled grid or the distribution system of a licensed distributor during every hour of the base period, except as provided in subclause 10.13(1)(d) of O. Reg. 429/04; and - generated such Eligible Electricity from only wind, water, biomass, biofuel, solar energy or geothermal energy.
<input type="checkbox"/>	The Eligible Electricity physically supplied under the Eligible Purchase Agreement was: <ul style="list-style-type: none"> - not Compensated Electricity; - not temporarily stored in an energy storage device or facility; and - settled through the IESO-administered markets.

B) The Eligible Purchase Customer declares that:

<input type="checkbox"/> It was a market participant throughout the applicable base period and will be a Class A market participant for the adjustment period.
<input type="checkbox"/> The Eligible Purchase Agreement was binding and in effect throughout the applicable base period.
<input type="checkbox"/> The Eligible Electricity purchased under the Eligible Purchase Agreement was not (and was not used in any manner that would render it) Compensated Electricity.

Section 3 – Additional Representations, Warranties and Acknowledgements – Eligible Generator

1. The Eligible Generator confirms that the Eligible Purchase Agreement is true in every respect related to the Eligible Generator and in compliance with O. Reg. 429/04.
2. The Eligible Generator acknowledges that the filing of this Prescribed Form does not create a legal relationship between the Eligible Generator and the IESO and expressly disclaims all claims and causes of action against the IESO in respect of the same.
3. The Eligible Generator acknowledges that if its Eligible Purchase Agreement does not comply with the requirements set out in O. Reg. 429/04, the IESO may, without liability, cost or penalty, not apply its Eligible Purchase Agreement in part or in full. The Eligible Generator further acknowledges that, to the extent of any inconsistency between this Prescribed Form and O. Reg. 429/04, the latter prevails.
4. The Eligible Generator further acknowledges that any amendments made to the Prescribed Forms, whether on the face of such forms or contained elsewhere in its Eligible Purchase Agreement, may result in the partial or full non-application of the Eligible Purchase Agreement without liability, cost or penalty to the IESO.
5. The Eligible Generator also acknowledges that, if it becomes aware that documents or information provided to the IESO becomes incomplete or incorrect in any material way, it must notify the Eligible Purchase Customer and (to the extent known by the Eligible Generator) provide corrected and complete documents or information within 10 business days after the Eligible Generator becomes aware that the documents or information are incorrect or incomplete, and that a failure to do so may lead to the Eligible Purchase Agreement not being applied without liability, cost or penalty to the IESO.
6. The Eligible Generator acknowledges that it or the Eligible Purchase Customer will be required to provide other information and documentation to the IESO or the Eligible Purchase Customer, as set out in O. Reg. 429/04, for the IESO to apply the Eligible Purchase Agreement, and that a failure to do so may lead to the Eligible Purchase Agreement not being applied without liability, cost or expense to the IESO.
7. The Eligible Generator acknowledges that the IESO may be required to disclose instances of potential or actual non-compliance with O. Reg. 429/04 to the Eligible Purchase Customer, the Ministry of Energy and Mines or as otherwise required by law or governmental direction.

I hereby confirm that I am the Eligible Generator's "Authorized Representative" or "Primary Contact" (as registered in Online IESO) and have the authority to bind the Eligible Generator. If applicable, by signing this form using an electronic signature, I agree to the content, terms and conditions set out in the document on behalf of the Eligible Generator.

Eligible Generator Name: _____

Per: _____

Print Name:

Print Title:

(I have authority to bind the Eligible Generator)

Date Signed:

DRAFT

Section 4 – Additional Representations, Warranties and Acknowledgements – Eligible Purchase Customer

1. The Eligible Purchase Customer confirms that the Eligible Purchase Agreement is true in every respect related to the Eligible Purchase Customer and in compliance with O. Reg. 429/04.
2. The Eligible Purchase Customer confirms that only one Eligible Purchase Agreement has been submitted in respect of the load facility or facilities described in this Prescribed Form.
3. The Eligible Purchase Customer acknowledges that the filing of this Prescribed Form does not create a legal relationship between the Eligible Purchase Customer and the IESO and expressly disclaims all claims and causes of action against the IESO in respect of the same.
4. The Eligible Purchase Customer acknowledges that if its Eligible Purchase Agreement does not comply with the requirements set out in O. Reg. 429/04, the IESO may, without liability, cost or penalty, not apply its Eligible Purchase Agreement in part or in full. The Eligible Purchase Customer further acknowledges that, to the extent of any inconsistency between this Prescribed Form and O. Reg. 429/04, the latter prevails.
5. The Eligible Purchase Customer further acknowledges that any amendments made to the Prescribed Forms, whether on the face of such forms or contained elsewhere in its Eligible Purchase Agreement, may result in the partial or full non-application of the Eligible Purchase Agreement without liability, cost or penalty to the IESO.
6. The Eligible Purchase Customer further acknowledges that if any required part of the Prescribed Form relating to an Eligible Purchase Agreement (including all matters to which the Eligible Generator must attest and the Generator Workbook in all cases) are not filed with the IESO in accordance with O. Reg. 429/04, this may result in the partial or full non-application of the Eligible Purchase Agreement without liability, cost or penalty to the IESO.
7. The Eligible Purchase Customer also acknowledges that, if it becomes aware that documents or information provided to the IESO becomes incomplete or incorrect in any material way, it must notify the IESO and (to the extent known by the Eligible Purchase Customer) provide corrected and complete documents or information within 10 business days after the Eligible Purchase Customer becomes aware that the documents or information are incorrect or incomplete, and that a failure to do so may lead to the Eligible Purchase Agreement not being applied without liability, cost or penalty to the IESO.
8. The Eligible Purchase Customer acknowledges that it or the Eligible Generator will be required to provide other information and documentation to the IESO, as set out in O. Reg. 429/04, for the IESO to apply the Eligible Purchase Agreement, and that a failure

to do so may lead to the Eligible Purchase Agreement not being applied without liability, cost or expense to the IESO.

9. The Eligible Purchase Customer acknowledges that the IESO may be required to disclose instances of potential or actual non-compliance with O. Reg. 429/04 to the Eligible Generator, the Ministry of Energy and Mines or as otherwise required by law or governmental direction.

I hereby confirm that I am the Eligible Purchase Customer's "Authorized Representative" or "Primary Contact" (as registered in Online IESO) and have the authority to bind the Eligible Purchase Customer. If applicable, by signing this form using electronic signature, I agree to the content, terms and conditions set out in the document on behalf of the Eligible Purchase Customer.

Eligible Purchase Customer Name: _____

Per: _____

Print Name:

Print Title:

(I have authority to bind the Eligible Purchase Customer)

Date Signed: