

This page sets out the instructions for completing the Prescribed Form: Attestation for Eligible Purchase Agreement – Pre-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 and Prescribed Form Materials (defined below), 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 AND PRESCRIBED FORM MATERIALS:

- 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), section 3 and section 4 of the Prescribed Form and all associated forms, exhibits, workbooks and other materials;
 - ii. The Eligible Purchase Customer is responsible for completing section 1, section 2(b) and section 5 of the Prescribed Form and all associated forms, exhibits, workbooks and other materials.
 - iii. The forms, exhibits, workbooks and other materials referenced in j(i) and j(ii) are collectively the "Prescribed Form Materials", and each party must attest to the completeness and truth of the Prescribed Form Materials for which that party is responsible.
- k. A completed Prescribed Form, and all associated Prescribed Form Materials, must relate to one Eligible Purchase Agreement only; one Eligible Purchase Customer only; and one Eligible Generator only.
- l. A completed Prescribed Form, and all associated Prescribed Form Materials, 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, along with all required Prescribed Form Materials (except the Generator Workbook), to the IESO.
- n. The Prescribed Form (including all applicable Exhibits) and all associated Prescribed Form Materials 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 and each of the Prescribed Form Materials, must include the name of the Eligible Purchase Customer and Eligible Generator and the submission type (e.g. "ABC Energy & ABC Load -Prescribed Form- Attestation for Eligible Purchase Agreement – Pre-base Period" or "ABC Energy & ABC Load - Exhibit A, Eligible Purchase Agreement").
- o. The Prescribed Form and all Prescribed Form Materials, with the exception of the required workbooks, 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. The required workbooks may alternatively be filed as a separate submission from either or both parties, in either case following the instructions in (n) above and the instructions provided in the Prescribed Form and workbooks.

- p. Throughout the term of the Eligible Purchase Agreement, if information submitted to the IESO becomes (or is determined to be) incorrect or incomplete in any material way, including but not limited to changes related to the Eligible Generation Facility or Facilities, load facility or facilities, compensated electricity, or other relevant details, the Eligible Generator or Eligible Purchase Customer (as applicable) must notify the IESO in writing at corporateppa@ieso.ca and, within 10 business days of becoming aware of the change, resubmit the corrected and completed document in its entirety, with all changes clearly highlighted.

Defined Terms

“Commercial Operation” means the Eligible Generation Facility has been constructed, connected, commissioned and has all permits and approvals issued by governmental authorities which are required to construct, operate and maintain the facility in accordance with applicable laws and regulations, as referenced in Exhibit D.

“Municipal Support Resolution” or **“Municipal Resolution in Support”** means a resolution or other instrument signed by or on behalf of the local municipality in which the Eligible Generation Facility is located or will be located, that the municipal council supports having the Eligible Generation Facility operate on lands in the municipality subject to compliance with all applicable provincial and municipal laws and regulations, as referenced in Exhibit E.

“Municipal Facility Lands” means the physical boundary of an Eligible Generation Facility to the extent located on lands wholly or partially subject to the land use authority of an applicable local municipality.

“Prime Agricultural Areas” has the meaning given to that term in any official plan and includes any substantially similar designation in any official plan for agricultural land use designation purposes based on the definition of “Prime Agricultural Area” in the Provincial Planning Statement, 2024.

“Generator Workbook” means Prescribed Form Materials containing information specific to the applicable Eligible Generation Facility or Facilities, which may be filed as an attachment to this Prescribed Form or confidentially by the Eligible Generator to the IESO, as referenced in Exhibit G.

“Purchase Customer Workbook” means Prescribed Form Materials containing information specific to the applicable load facility or facilities, which may be filed as an attachment to this Prescribed Form or confidentially by the Eligible Purchase Customer to the IESO, as referenced in Exhibit H.

“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”).

“Prescribed Form Materials” means the forms, exhibits, workbooks, and other materials associated with the applicable Prescribed Form.

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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.	Legal name of the Eligible Generator:	
b.	Legal name of the Eligible Purchase Customer:	
c.	Name of the Eligible Generation Facility or Facilities:	
d.	Name of the load facility or facilities:	
e.	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, as set out herein and further particularized (where applicable) in the Eligible Generator Workbook:

<input type="checkbox"/>	It will be a market participant throughout the applicable base period.
<input type="checkbox"/>	The Eligible Purchase Agreement is binding throughout the applicable base period.
<input type="checkbox"/>	Each Eligible Generation Facility supplying electricity under the Eligible Purchase Agreement was in Commercial Operation before the Binding Date of the Eligible Purchase Agreement, and the Eligible Generator has attached proof of such Commercial Operation to this Prescribed Form as Exhibit D.
OR	
<input type="checkbox"/>	Each Eligible Generation Facility supplying electricity under the Eligible Purchase Agreement meets the requirements outlined in the Municipal Support Resolution section of this Prescribed Form below (Section 3).
<input type="checkbox"/>	Each Eligible Generation Facility supplying electricity under the Eligible Purchase Agreement that is specified in the Eligible Purchase Agreement will, throughout the applicable base period: <ul style="list-style-type: none"> - not consume more electricity than it generates; - physically supply some volume of Eligible Electricity purchased under the Eligible Purchase Agreement 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

<ul style="list-style-type: none"> - generate such Eligible Electricity from only wind, water, biomass, biofuel, solar energy or geothermal energy.
<input type="checkbox"/> The electricity to be physically supplied under the Eligible Purchase Agreement is: <ul style="list-style-type: none"> - classified as Eligible Electricity and is not considered Compensated Electricity. If any portion is considered Compensated Electricity, the required information has been supplied in the Generator Workbook; - not temporarily stored in an energy storage device or facility; and - settled through the IESO-administered markets.
<input type="checkbox"/> The Generator Workbook is true and complete in all material respects and is enclosed to this Prescribed Form or filed separately by the Eligible Generator.

B) The Eligible Purchase Customer declares that, as set out herein and further particularized (where applicable) in the Purchase Customer Workbook:

<input type="checkbox"/> It will be a market participant throughout the applicable base period and a Class A market participant for the adjustment period.
<input type="checkbox"/> The Eligible Purchase Agreement is binding throughout the applicable base period.
<input type="checkbox"/> The Purchase Customer Workbook is true and complete in all material respects and is either attached to the email (or emails if required) conveying this Prescribed Form or filed separately by the Eligible Purchase Customer. The Generator Workbook is either attached to the email (or emails if required) conveying this Prescribed Form or filed separately by the Eligible Generator. All other applicable Prescribed Form Materials, including a copy of the Eligible Purchase Agreement, are attached to the email (or emails if required) conveying this Prescribed Form.
<input type="checkbox"/> The Eligible Purchase Customer attests that no portion of the electricity purchased under the Eligible Purchase Agreement is or will be used by, or credited to, the Eligible Purchase Customer in relation to any IESO demand response auction, pilot, capacity Auction, or other program or arrangement under which payment or other consideration is received on account of the electricity.

Section 3 – Commercial Operation and Municipal Support Resolutions (for Eligible Generators Only)

<p>a. The Eligible Generator confirms that, for any Eligible Generation Facility or Facilities not in Commercial Operation before the Binding Date of the Eligible Purchase Agreement and located or to be located within one or more local municipalities, it has:</p>	<input type="checkbox"/> Not Applicable <Eligible Generation Facility or Facilities were in Commercial Operation as of the Binding Date> OR <input type="checkbox"/> Obtained written resolution from the municipal council(s) supporting each
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	<p>facility's operation on Municipal Facility Lands, subject to compliance with applicable laws and regulations;</p> <p><input type="checkbox"/> Ensured the resolution is in accordance with Exhibit E and is signed by the appropriate municipal official; and</p> <p><input type="checkbox"/> Provided a copy of the resolution to the Eligible Purchase Customer.</p>
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Section 4 – 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 or any Prescribed Form Materials 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 or Prescribed Form Materials, 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 , which may include reporting during the base period (in a form specified by IESO) with respect to subsection 10.13(1)(d) of O. Reg. 429/04.

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:

Section 5 – 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 acknowledges that the filing of this Prescribed Form or any Prescribed Form Materials 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.
3. 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.
4. The Eligible Purchase Customer further acknowledges that any amendments made to the Prescribed Forms or Prescribed Form Materials, 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 Purchase Customer further acknowledges that if any required part of the Prescribed Form or Prescribed Form Materials 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.
6. 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.
7. 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, which may include reporting during the base period (in a form specified by IESO) with respect to subsection 10.13(1)(d) of O. Reg. 429/04.

8. 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:

EXHIBIT A

ELIGIBLE PURCHASE AGREEMENT

*<Note: The complete Eligible Purchase Agreement must be attached and labelled as
Exhibit A>*

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EXHIBIT B

STATUTORY DECLARATION CONFIRMING ELIGIBLE GENERATOR AND GENERATION FACILITY OR FACILITIES

STATUTORY DECLARATION IN THE MATTER OF the Eligible Generator for *<insert name of Eligible Generator>* _____ (the "Eligible Generator"), under the O. Reg. 429/04.

Capitalized terms not defined herein have the meanings ascribed to the non-capitalized versions of the same terms in the O. Reg. 429/04 or in the associated Prescribed Form, as applicable.

I, *<insert name of declarant>* _____ of the *<insert City/Town/Region etc.>* _____ of *<insert name of City/Town/Region etc.>* _____, in *<insert name of Province or State>* _____

DO SOLEMNLY DECLARE, on behalf of the Eligible Generator, without personal liability, the following information:

- I am the / an *<insert office held, e.g. president, director, etc.>* _____ of the Eligible Generator and have knowledge of the matters herein described.
- The statements and information contained in the Prescribed Form for which the Eligible Generator is responsible, and all associated Prescribed Form Materials, are true and correct in all material respects.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Name of Declarant	Declared before me at <i><insert City, Town, Region, etc.></i> _____ of <i><insert name of City, Town, Region, etc.></i> _____ in the <i><Province/State></i> _____ of <i><insert name of Province or State></i> _____ this ____ day of _____, 20____.
Signature of Declarant	Name of Commissioner of Oaths, etc.
<i><Statutory declarations must be solemnly declared and signed before commissioners of oaths or similar officials (e.g. notary public).></i>	Signature of Commissioner of Oaths, etc.

EXHIBIT C

STATUTORY DECLARATION CONFIRMING ELIGIBLE PURCHASE CUSTOMER AND LOAD FACILITY OR FACILITIES

STATUTORY DECLARATION IN THE MATTER OF the Eligible Purchase Customer for
<insert name of Eligible Purchase Customer> _____ (the
"Eligible Purchase Customer"), under the O. Reg. 429/04.

Capitalized terms not defined herein have the meanings ascribed to the non-capitalized versions
of the same terms in the O. Reg. 429/04 or in the associated Prescribed Form, as applicable.

I, <insert name of declarant> _____ of the <insert
City/Town/Region etc.> _____ of <insert name of City/Town/Region etc.>
_____, in <insert name of Province or State>
_____ DO SOLEMNLY DECLARE, on behalf of the Eligible Purchase Customer,

without personal liability, the following information:

- I am the / an <insert office held, e.g. president, director, etc.>
_____ of the Eligible Purchase Customer and have
knowledge of the matters herein described.
- The statements and information contained in the Prescribed Form for which the Eligible
Purchase Customer is responsible, and all associated Prescribed Form Materials, are true
and correct in all material respects.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and
knowing that it is of the same force and effect as if made under oath and by virtue of the
Canada Evidence Act.

Name of Declarant	Declared before me at <insert City, Town, Region, etc.> _____ of <insert name of City, Town, Region, etc.> _____ in the <Province/State> _____ of <insert name of Province or State> _____ this ____ day of _____, 20____.
Signature of Declarant	Name of Commissioner of Oaths, etc.
<Statutory declarations must be solemnly declared and signed before commissioners of oaths or similar officials (e.g. notary public).>	Signature of Commissioner of Oaths, etc.

EXHIBIT D

PROOF OF COMMERCIAL OPERATION

<Provide documentary evidence of the achievement of Commercial Operation (or equivalent commissioning documentation) in respect of each applicable Eligible Generation Facility (which may be in the form of a letter, notification, publication, engineering documentation or other statement from the applicable Governmental Authority or electric utility).>

EXHIBIT E

GUIDANCE FOR MUNICIPALITIES:

Capitalized terms not defined herein have the meanings ascribed to the non-capitalized versions of the same terms in O. Reg. 429/04 or in the associated Prescribed Form, as applicable.

Under O. Reg. 429/04, an Eligible Generation Facility (or Facilities) must be in Commercial Operation prior to the Binding Date of the associated Eligible Purchase Agreement. In cases where a Eligible Generation Facility is not in Commercial Operation as of that date, the Eligible Generator is required to obtain written Municipal Support Resolution, in a form approved by the IESO, from the municipal council of each local municipality in which the Eligible Generation Facility is or will be located. This resolution must attest that the municipal council supports having the Eligible Generation Facility operate on Municipal Facility Lands and that the Eligible Generation Facility is not situated on lands designated as Prime Agricultural Areas within that local municipality.

Municipalities are encouraged to use the template resolution provided in Exhibit E. Should a local municipality wish to develop its own resolution, the resolution must:

- (A) identify:
 - (i) the Binding Date of the Eligible Purchase Agreement
 - (iii) the legal name of Eligible Generator;
 - (iv) the name of Eligible Generation Facility or Facilities;
 - (v) the legal name of the Eligible Purchase Customer;
 - (vi) the name of the load facility or facilities;
 - (vii) the Eligible Generation Facility or Facilities' date(s) of Commercial Operation;
 - (viii) the maximum potential nameplate capacity of the Eligible Generation Facility or Facilities;
 - (ix) the Property Identification Number (PIN), municipal address, legal description or GPS coordinates of the Municipal Facility Lands; and
- (C) state:
 - (i) that the local municipality supports the operation of the Eligible Generation Facility or Facilities located on the Municipal Facility Lands; and

(ii) that the Municipal Facility Lands are not designated as Prime Agricultural Areas as set out in the local municipality's official plan as of the date of the resolution.

FORM OF MUNICIPAL RESOLUTION IN SUPPORT OF ELIGIBLE GENERATION FACILITY SUBMISSION

Resolution Number: _____ Date: _____

<Note: The Municipal Resolution in Support of Eligible Generation Facility Submission must be dated earlier than the Binding Date of the Eligible Purchase Agreement.>

WHEREAS:

1. The Eligible Generator is proposing to operate an Eligible Generation Facility or Facilities located on Municipal Facility Lands, with the characteristics outlined in the table below.
2. Capitalized terms not defined herein have the meanings ascribed to the non-capitalized versions of the same terms in the O. Reg. 429/04 or in the associated Prescribed Form, as applicable.

Binding Date of the Eligible Purchase Agreement: <i><input Binding Date of the Eligible Purchase Agreement ></i>	
Name of Eligible Generator: <i><input legal name of Eligible Generator></i>	
Name of Eligible Generation Facility or Facilities: <i><input name of Eligible Generation Facility or Facilities></i>	
Legal Name of the Eligible Purchase Customer: <i><input legal name of Eligible Purchase Customer></i>	
Name of the load facility or facilities:	

<input name of load facility or facilities>	
Eligible Generation Facility or Facilities' date(s) of Commercial Operation <input Eligible Generation Facility or Facilities' date(s) of Commercial Operation>	
PIN, municipal address or legal description or GPS coordinates of the Municipal Facility Lands: <input the applicable description>	

NOW THEREFORE BE IT RESOLVED THAT:

3. The council of <insert name of Municipality> _____ supports the operation of the Eligible Generation Facility or Facilities located on the Municipal Facility Lands, subject to compliance with all applicable provincial and municipal laws and regulations.
4. The Municipal Facility Lands do not include lands designated as Prime Agricultural Areas in the <insert name of Municipality> _____'s Official Plan.

DULY RESOLVED BY THE LOCAL MUNICIPALITY

on the ____ day of _____, 20____

<Signature lines for elected representatives. At least one signature is required.>

EXHIBIT F

MUNICIPAL SUPPORT RESOLUTION

<Note: The complete municipal support resolution must be attached as Exhibit F for each applicable Eligible Generation Facility.>

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EXHIBIT G

GENERATOR WORKBOOK

<The Generator Workbook must be provided, using the form of Excel file provided by the IESO, and attached as Exhibit G. If there are multiple Eligible Generation Facilities associated with the Eligible Purchase Agreement, each such Eligible Generation Facility should be separately described on a distinct worksheet of the Excel file.>

EXHIBIT H

PURCHASE CUSTOMER WORKBOOK

<The Purchase Customer Workbook must be provided, using the form of Excel file provided by the IESO, and attached as Exhibit H. If there are multiple load facilities associated with the same Eligible Purchase Agreement, each such load facility should be separately described on a distinct worksheet of the Excel file.>