

APPENDIX 1 – STANDARD DEFINITIONS

The following terms shall have the meaning stated below when used in the FIT Rules or in the FIT Contract:

1. **Aboriginal Loan Guarantee Program** means the “Aboriginal Loan Guarantee Program” as administered by the Ontario Financing Authority and its successors and assigns.
2. **Aboriginal Support Resolution Confirmation** means a confirmation in the Prescribed Form, to which a true copy of a previously issued FIT Rules, Version 4.0.1 Aboriginal Support Resolution (in the Prescribed Form) is attached.
3. **Abut** means in respect of two or more Properties, Properties that have a common border or boundary or are only separated from such common border or boundary by a right-of-way (other than a right-of-way in respect of which the owner, lessee, occupant or resident of one of such Properties has a property interest) having a width, at any point, of not greater than 15 metres. For greater certainty, Properties separated by “highways” (as defined in the *Highway Traffic Act*, RSO 1990, c H.8) or “railways” (as defined in the *Canada Transportation Act*, SC 1996, c 10) do not Abut. **Abutting** shall have a corresponding meaning.
4. **AC** means alternating current.
5. **Access Rights** has the meaning given to it in Section 2.1(m) of the FIT Rules.
6. **Access Rights Holder** means a Person that holds Access Rights.
7. **Affiliate** means any Person that (i) Controls a Party; (ii) is Controlled by a Party; or (iii) is Controlled by the same Person that Controls a Party.
8. **Agreement** has the meaning given to it on the FIT Contract Cover Page.
9. **Agricultural Industrial Establishment** means real property:
 - (a) *bona fide* used, designed or intended to be used; or
 - (b) *bona fide* actively being used,
 for the sale of goods supporting Agricultural Uses.
10. **Agricultural Uses** means uses of real property for the growing of crops, including nursery, biomass and horticultural crops, raising of livestock, raising of other animals for food, fur or fibre, including poultry or fish, aquaculture, apiaries, agroforestry, maple syrup production, and active use of associated on-farm buildings and structures including, livestock facilities, manure storage, value-retaining facilities and, where the size and nature of the operation requires additional employment, accommodation for full-time farm labour, and, for certainty, Agricultural Uses do not include Residential Property, Commercial Uses or Industrial Uses.
11. **Amendment** means a change, revision or addition to the FIT Program, FIT Rules, form of FIT Contract or Price Schedule and **Amend** has a corresponding meaning. For greater certainty, a suspension of the FIT Program, in whole or in part, shall constitute an Amendment.
12. **Ancillary Service** has the meaning given to it in the IESO Market Rules.

13. **Applicant** means a Person submitting an Application to participate in the FIT Program, and if it enters into a FIT Contract, will become a Supplier.
14. **Applicant of Record Status** means selection by the MNRF as an “Applicant of Record” in respect of all lands comprising the Site that are located on provincial Crown land, pursuant to the MNRF’s applicable *Site Release and Development Review* policies and procedures.
15. **Applicant Related Person** means (i) any Person that, individually or with any other Person(s), Controls or is Controlled by the Applicant, or (ii) any Person that, with the Applicant, is Controlled by a third Person or Persons.
16. **Application** means an application submitted in response to the FIT Program in respect of the construction, development and operation of a Renewable Generating Facility and all clarifications and additional information, documents and statements in respect thereof provided by an Applicant, or on behalf of an Applicant, and submitted to the Sponsor.
17. **Application Date** means the date that a completed Application Form was received by the IESO.
18. **Application End Date** means the day published by the Sponsor on the Website as the Application End Date for a particular Application Period.
19. **Application End Time** has the meaning given to it in Section 3.2(b) of the FIT Rules.
20. **Application Fee** has the meaning given to it in Section 3.5(b) of the FIT Rules.
21. **Application Form** means the web-based application form provided by the Sponsor on the Website which may refer, as the context requires, to the completed application form.
22. **Application Period** has the meaning given to it in Section 3.2(a) of the FIT Rules.
23. **Application Security** has the meaning given to it in Section 5.1(f)(iii) of the FIT Rules.
24. **Application Start Date** means October 31, 2016 or such earlier date as may be determined by the Sponsor in its discretion and published by the Sponsor on the Website.
25. **Application Start Time** means the time on the Application Start Date published by the Sponsor on the Website as the “Application Start Time” for a particular Application Period.
26. **Approved Incremental Costs** has the meaning given to it in Exhibit B of the FIT Contract.
27. **Arbitration Panel** has the meaning given to it in Exhibit C of the FIT Contract.
28. **Architect** means an “architect” as defined in the *Architects Act*, RSO 1990, c A.26.
29. **Arm’s Length** means, with respect to two or more Persons, that such Persons are not related to each other within the meaning of subsections 251(2), (3), (3.1), (3.2), (4), (5) and (6) of the ITA or that such Persons, as a matter of fact, deal with each other at a particular time at arm’s length.
30. **Available TS** means a Transformer Station available for selection in the Application Form.

31. **Base Price** means, in respect of a Facility described in an Application, the price listed on the applicable Price Schedule, as specified on the Website, in effect on the date that the Offer List is posted for the Renewable Fuel and Contract Capacity applicable to such Facility.
32. **Behind-the-Meter Facility** means an Electricity generating facility that is connected to a Host Facility such that Electricity Delivered by such Renewable Generating Facility is recorded on the Host Facility's Electricity meter.
33. **Behind-the-Meter Project** means a proposed Behind-the-Meter Facility.
34. **Biogas** has the meaning given to it in O Reg 160/99, made under the Electricity Act, but does not include landfill gas.
35. **Boundary** means the boundary of a Property described in a legal instrument by which title to an interest in such Property is or was established or as set out on a registered plan of survey in respect of such Property, for clarity, as may be determined by the *Boundaries Act*, RSO 1990, c B.10.
36. **Business Day** means any day that is not a Saturday, a Sunday, or a legal holiday in the Province of Ontario.
37. **Canada Land Inventory** or **CLI** means an interpretive system for assessing the effects of climate and soil characteristics on the limitations of land for growing common field crops. Information about the Canada Land Inventory and its classification system is available on the Ontario Ministry of Agriculture, Food and Rural Affairs webpage: <http://www.omafra.gov.on.ca/english/landuse/classify.htm>. Mapping to be used for the purpose of the FIT Program is accessible in the Agricultural Information Atlas available on the Ministry of Agriculture, Food and Rural Affairs webpage: <http://www.gisoeapp.lrc.gov.on.ca/AIA/Index.html?site=AIA&viewer=AIA&locale=en-US>.
38. **Capacity Products** means any products related to the rated, continuous load-carrying capability of a Facility to generate and Deliver Electricity at a given time.
39. **CCSA Eligible Project** means:
 - (a) an Indigenous Participation Project with an Indigenous Participation Level of greater than 50%;
 - (b) a Community Participation Project with a Community Participation Level of greater than 50%;
 - (c) a Municipal Participation Project with a Municipal Participation Level of greater than 50%; or
 - (d) a Public Sector Entity Participation Project with a Public Sector Entity Participation Level of greater than 50%; andthat is identified in a duly submitted Application as a "CCSA Eligible Project".
40. **Cents** or **¢** means hundredths of a Dollar.
41. **Claim** means a complaint, claim, demand, suit or cause of action in contract, in tort, equity, under any Laws and Regulations, or otherwise.

42. **CLI Class 1 Lands** means the lands designated as “Class 1” pursuant to the Canada Land Inventory.
43. **CLI Class 2 Lands** means the lands designated as “Class 2” pursuant to the Canada Land Inventory.
44. **CLI Class 3 Lands** means the lands designated as “Class 3” pursuant to the Canada Land Inventory.
45. **CLI Organic Lands** means the lands designated as “organic soils” on the Agricultural Information Atlas available on the Ministry of Agriculture, Food and Rural Affairs webpage: <http://www.giscoeapp.lrc.gov.on.ca/AIA/Index.html?site=AIA&viewer=AIA&locale=en-US>.
46. **College** means a college established in O Reg 34/03 and is governed by the *Ontario College of Applied Arts and Technology Act, SO 2002, c 8, Sch F*.
47. **Commencement of Construction** means the time of first access to the Site by any Person for the purpose or in connection with any clearing or other site preparation of or in respect of the Site in relation to the construction or development of the Facility.
48. **Commercial Operation** has the meaning given to it in Section 2.6(a) of the FIT Contract.
49. **Commercial Operation Date** means the date on which Commercial Operation is first attained.
50. **Commercial Uses** means uses of real property for the purpose of buying, selling, renting or otherwise dealing in commodities or goods or supplying of services, and Commercial Uses includes use of real property that is an Agricultural Industrial Establishment.
51. **Commercially Reasonable Efforts** means efforts which are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, a transaction, activity or undertaking contemplated by the FIT Rules or the FIT Contract and which do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities which are reasonable in nature and amount in the context of the transaction therein contemplated.
52. **Community CCSA** means an amount of contract capacity (in MW) set aside by the Sponsor in its discretion and posted on the Website from time to time for Community CCSA Projects.
53. **Community CCSA Project** means a Contract Capacity Set-Aside Project, in respect of which the Community Participation Level is greater than 50%.
54. **Community Investment Member** means:
 - (a) in respect of a CCSA Eligible Project or a Contract Capacity Set-Aside Project, a Co-op with at least 50 Co-op Members that are Property Owners; or
 - (b) in respect of a Project that is neither a CCSA Eligible Project nor a Contract Capacity Set-Aside Project, a Co-op with at least 35 Co-op Members that are Property Owners.
55. **Community Participation Level** means the percentage of the total Direct Economic Interest in an Applicant or a Supplier that is held by a Community Investment Member, provided that:

- (a) so long as an Applicant or a Supplier, as the case may be, is itself a Community Investment Member, and subject to paragraph (b), the applicable Community Participation Level shall be 100%; and
 - (b) the Community Participation Level shall be reduced by a percentage equal to the percentage of the total Economic Interest (without double counting indirect Economic Interest) held in such Community Investment Member by any Person or Affiliate thereof whose primary business or employment is the development of non-community-based Electricity generation projects, as determined by the Sponsor, in its capacity as the administrator of IESO funding programs.
56. ***Community Participation Project*** means a Project or a Facility, as the case may be, in respect of which:
- (a) the Community Participation Level is greater than or equal to 15%; or
 - (b) the Applicant or Supplier, as the case may be, is a Community Investment Member.
57. ***Community Participation Project Declaration*** means, with respect to a Project or a Facility, a statutory declaration in the Prescribed Form containing a description of the Community Participation Level of such Project or Facility and written evidence documenting such Community Participation Level to the satisfaction of the Sponsor.
58. ***Community Price Adder*** means a Community Price Adder (15%-50%) or a Community Price Adder (Over 50%).
59. ***Community Price Adder (15%-50%)*** means the amount in ¢/kWh paid to Community Participation Projects having a Community Participation Level between 15% and 50% (inclusive) as set out in the Price Schedule.
60. ***Community Price Adder (Over 50%)*** means the amount in ¢/kWh paid to Community Participation Projects having a Community Participation Level greater than 50% as set out in the Price Schedule.
61. ***Company Representative*** has the meaning given to it in Section 14.1 of the FIT Contract.
62. ***Completion and Performance Security*** means the financial security for the performance of the Supplier's obligations under the FIT Contract that the Supplier must provide to and maintain with the Sponsor in accordance with Article 5 of the FIT Contract and which includes each of (i) the Initial Security, (ii) the Incremental NTP Security, (iii) the First Period Future Performance Security, and (iv) the Second Period Future Performance Security.
63. ***Confidential Information*** means all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with a FIT Contract, whether before or after its execution, including all new information derived at any time from any such confidential information, but excluding (a) publicly-available information, unless made public by the Receiving Party or its Representatives in a manner not permitted by the FIT Contract; (b) information already known to the Receiving Party prior to being furnished by the Disclosing Party; (c) information disclosed to the Receiving Party from a source other than the Disclosing Party or its Representative, if such source is not subject to any agreement with the Disclosing Party prohibiting such disclosure to the Receiving Party; and (d) information that is independently developed by the Receiving Party.

64. **Confidentiality Undertaking** has the meaning given to it in Section 7.1(c) of the FIT Contract.
65. **Connecting Authority** means, with respect to a Facility, the LDC that is licensed to operate the Distribution System to which the Facility is connected.
66. **Connection Agreement** means the agreement or agreements required to be entered into between the Connecting Authority and the Supplier (or if the Facility is a Behind-the-Meter Facility, between the Connecting Authority and the Supplier or the Host Facility) with respect to the connection of the Facility (or the Host Facility, if applicable) to a Distribution System (directly or indirectly), in accordance with the Distribution System Code and governing the terms and conditions of such connection.
67. **Connection Cost Agreement** has the meaning given to it in the Distribution System Code.
68. **Connection Costs** means those costs which are payable by the Supplier related to the capital contribution that an LDC may charge a generator to construct an expansion to connect a generation facility to the Distribution System as prescribed by the Distribution System Code.
69. **Connection Impact Assessment** means an assessment conducted by an LDC to determine the impact on the Distribution System of connecting the Project or Facility to its Distribution System.
70. **Connection Line** means the electrical connection line running to the Connection Point from the Site.
71. **Connection Point** means:
- (a) where the Facility is not a Behind-the-Meter Facility, the electrical connection point between the Facility and a Distribution System where Electricity is injected into a Distribution System, as more particularly described in the Connection Agreement; or
 - (b) where the Facility is a Behind-the-Meter Facility, the electrical connection point between the Host Facility and a Distribution System where Electricity is injected into a Distribution System.
72. **Contaminated Property** means a Property or Properties that have been the subject of a Phase Two Environmental Site Assessment conducted in accordance with Part XV.1 of the *Environmental Protection Act*, RSO 1990, c E.19 the results of which confirm that there are contaminant levels in the soil and/or groundwater in excess of applicable standards for that type and location of property as set out in the “Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the *Environmental Protection Act*” issued by the Ministry of the Environment (as it was then) dated April 15, 2011.
73. **Contract Capacity** means the manufacturer’s total installed rated capacity of the Facility to generate Electricity. For clarity, for Solar (PV) Facilities, the manufacturer’s total installed rated capacity is determined by taking the lesser of:
- (a) the sum of the Manufacturer’s Capacity Ratings (in DC kW) for normal operation (e.g. continuous output ratings) of the installed solar modules (i.e. panels) of the Facility; and
 - (b) the sum of the Manufacturer’s Capacity Ratings (in AC kW) for normal operation (e.g. continuous output ratings) of the installed inverters of the Facility;

as adjusted in accordance with Section 2.1(c) of the FIT Contract, where applicable.

74. **Contract Capacity Set-Aside** means any of the following:
- (a) a Community CCSA;
 - (b) an Indigenous CCSA;
 - (c) a First Nation CCSA;
 - (d) a Métis CCSA; or
 - (e) a Municipal and Public Sector Entity CCSA.
75. **Contract Capacity Set-Aside Project** means a Project or a Facility in respect of which a FIT Contract has been entered into whose FIT Contract Cover Page identifies the Facility as a “Contract Capacity Set-Aside Project”.
76. **Contract Date** means the effective date of the FIT Contract, as set out therein.
77. **Contract Payment** means all payments to a Supplier under a FIT Contract including payments on account of the Total Contract Price multiplied by Hourly Delivered Electricity, and Peak Performance Factor, as applicable, determined for each Settlement Period in accordance with Exhibit B of the FIT Contract.
78. **Contract Price** means, with respect to an Application or a FIT Contract, the Base Price less any Price Reduction and as set out on the FIT Contract Cover Page.
79. **Contract Year** means a twelve (12) month period which begins on the Commercial Operation Date or an anniversary thereof, during the Term.
80. **Control** means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty per cent (50%) or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise, and **Controlled by** has a corresponding meaning.
81. **Co-op** means a co-operative corporation, as defined in the *Co-operative Corporations Act*, RSO 1990, c C.35, with its head office located in Ontario, all of whose members are Co-op Members Resident in Ontario.
82. **Co-op Member** means in respect of a Co-op, a Natural Person who is a member of the Co-op as set out on the membership registry of such Co-op, for clarity excluding a holder of shares or other securities who is not a member of the Co-op as set out on the membership registry of such Co-op.
83. **Corresponding First Nation Community** has the meaning given to it in the definition of First Nation Lands.

84. **CPI or Consumer Price Index** means the consumer price index for “All Items” published or established by Statistics Canada (or its successor) for any relevant calendar month in relation to the Province of Ontario.
85. **Crown** means Her Majesty the Queen in Right of the Province of Ontario or Her Majesty the Queen in Right of Canada.
86. **Crown Land Site Report** means a “Crown Land Site Report” in the format and as defined by the MNRF at <http://www.ontario.ca/rural-and-north/renewable-energy-crown-land>.
87. **DC** means direct current.
88. **Decommissioning** means, in respect of a Facility, the decommissioning of a Site including the treatment or removal of contaminated soil, deconstruction of equipment, buildings and storage tanks in order to restore a Site to substantially the state in which it had been prior to the execution of this Agreement in respect of such Facility.
89. **Decommissioning Costs** means all costs reasonably and properly incurred in Decommissioning in accordance with Laws and Regulations or if no such Laws and Regulations are applicable then in accordance with Good Engineering and Operating Practices.
90. **Deemed Single Property** means either (x) two or more Properties that Abut each other where:
- (a) an Access Rights Holder of one such Property is:
 - (i) an Access Rights Holder of another such Abutting Property; or
 - (ii) an Affiliate of an Access Rights Holder of another such Abutting Property;
 - (b) such Properties may not be separately conveyed pursuant to Sections 50(3)(a), 50(3)(b), 50(3)(f), or 50(5)(a) of the *Planning Act*, RSO 1990, c P.13; or
 - (c) for Properties on provincial Crown lands:
 - (i) one or more Properties are located on provincial Crown lands and are the subject of an application to the Crown for Access Rights and one or more Abutting Properties are located on provincial Crown lands:
 - (A) one Grid Cell all or a portion of which is the subject of a single application to the provincial Crown for Access Rights; and
 - (B) either of the following:
 - (I) any other Grid Cell(s) Abutting such Grid Cell mentioned in paragraph (A) that is/are the subject of a separate application to the Crown for Access Rights by the same Person or any Affiliate of such Person; or
 - (II) any other Grid Cell(s) Abutting such Grid Cell mentioned in paragraph (A) where the same Person or any Affiliate of such Person holds Access Rights in respect of the all or a portion of the Grid Cells(s) mentioned in this paragraph (B)(II);

- (ii) Access Rights have been granted in respect of all or a portion of one Grid Cell located on provincial Crown lands and one or more Abutting Properties are located on provincial Crown lands:
 - (A) one Grid Cell to which a Person holds Access Rights to all or a portion thereof; and
 - (B) any other Grid Cell(s) Abutting such Grid Cell mentioned in paragraph (A) in respect of which the same Person or any Affiliate of such Person holds Access Rights to all or a portion thereof; or
 - (iii) one or more Properties are located on provincial Crown lands and are the subject of an application to the Crown for Access Rights and one or more Abutting Properties are located on lands that are not provincial Crown lands:
 - (A) one Grid Cell all or a portion of which is the subject of a single application to the provincial Crown for Access Rights; and
 - (B) one or more Properties Abutting all or a portion of the Grid Cell mentioned in paragraph (A) in respect of which the same Person or any Affiliate of such Person holds Access Rights; or
- (y) a Property that otherwise does not fall within the above definitions.
91. **Delivered** means, in relation to Electricity and certain Related Products, delivered to the Connection Point and successfully directly injected into a Distribution System (which, for greater certainty, is net of Site-Specific Losses), and **Deliver** and **Delivering** have the corresponding meanings.
92. **Direct Economic Interest** means, with respect to any Person, an Economic Interest held directly in such Person and not through any other entity, whether through a holding corporation, trust, partnership or otherwise.
93. **Direction Date** means April 5, 2016.
94. **Disclosing Party** means, with respect to Confidential Information, the Party and/or its Representatives providing or disclosing such Confidential Information and may be the Sponsor or the Supplier, as applicable.
95. **Discriminatory Action** has the meaning given to it in Section 12.1 of the FIT Contract.
96. **Distribution** means, whether in cash or in kind, any:
 - (a) dividend, payment, repayment or other distribution or return in respect of the Equity Capital;
 - (b) reduction of capital, redemption or purchase of Equity Capital or any other reorganization or variation to the Equity Capital;
 - (c) payment, loan, contractual arrangement or transfer of assets or rights to the extent (in each case) it was put in place after Financial Close and was neither in the ordinary course of business nor on reasonable commercial terms; or

- (d) the receipt of any other benefit which is not received in the ordinary course of business nor on reasonable commercial terms,

and where any such Distribution is not in cash, the equivalent cash value of such Distribution shall be calculated.

97. ***Distribution Availability Test*** or ***DAT*** means the process set out in Section 6.5 of the FIT Rules.
98. ***Distribution System*** means a system connected to the IESO-Controlled Grid for distributing Electricity at voltages of 50 kilovolts or less, and includes any structures, equipment or other things used for that purpose, provided that a Distribution System shall be deemed not to include any equipment controlled by the System Operator pursuant to the Distribution System Code.
99. ***Distribution System Code*** means the “Distribution System Code” established and approved by the OEB, which, among other things, establishes the obligations of an LDC with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for Distribution Systems.
100. ***Distribution System Feeder*** means a named circuit within a Distribution System.
101. ***Dollar*** or ***\$*** means Canadian dollars and cents, unless otherwise specifically set out to the contrary.
102. ***ecoENERGY for Renewable Power Program*** means the ecoENERGY for Renewable Power program of the Government of Canada, or any substantially equivalent program or successor that is implemented by the Government of Canada from time to time.
103. ***Economic Interest*** means, with respect to any Person other than a Natural Person, the right to receive or the opportunity to participate in any payments arising out of or return from, and an exposure to a loss or a risk of loss by, the business activities of such Person, by means, directly or indirectly, of an equity interest in a corporation, limited partnership interest in a limited partnership, partnership interest in a partnership, membership in a Co-op, or, in the sole and absolute discretion of the Sponsor, other similar ownership interest.
104. ***Electricity*** means electric energy, measured in kWh.
105. ***Electricity Act*** means the *Electricity Act, 1998*, SO 1998, c 15, Sch A.
106. ***Emission Reduction Credits*** means the credits associated with the avoidance or reduction of emissions below the lower of actual historical emissions or regulatory limits, including “emission reduction credits” as defined in O Reg 397/01 made under the *Environmental Protection Act*, RSO 1990, c E.19 or such other regulations as may be promulgated under the *Environmental Protection Act*, RSO 1990, c E.19 or any currently applicable or future Laws and Regulations.
107. ***Employee Termination Payments*** means (without double counting) termination payments which are required under (i) contracts of employment or other agreements or arrangements entered into by the Supplier or a Person which is an Affiliate of the Supplier or an Equity Holder, or (ii) applicable Laws and Regulations to be made to employees of the Supplier or a Person which is an Affiliate of the Supplier or a Sponsor as a direct result of terminating this Agreement (provided that the Supplier or such other Person shall take commercially reasonable steps to mitigate its loss) and provided that, in calculating such amount, no account shall be

taken of any liabilities and obligations of the Supplier or of a Person which is an Affiliate of the Supplier or a Sponsor arising out of:

- (a) contracts of employment or other agreements or arrangements entered into by the Supplier or a Person which is an Affiliate of the Supplier or an Equity Holder to the extent that such contracts of employment, agreements or arrangements were not entered into in connection with the Project; or
- (b) contracts of employment or other agreements or arrangements entered into by the Supplier or a Person which is an Affiliate of the Supplier or an Equity Holder other than in the ordinary course of business and on commercial Arm's Length terms, save to the extent that amounts would have arisen if such contracts or other agreements or arrangements had been entered into in the ordinary course of business and on commercial Arm's Length terms.

108. ***Environmental Activity Sector Registry*** means the registry established under subsection 20.20(1) of the *Environmental Protection Act*, RSO 1990, c E.19.

109. ***Environmental Attributes*** means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with a Renewable Generating Facility or the output of a Renewable Generating Facility, now or in the future, and the right to quantify and register these with competent authorities, including:

- (a) all right, title, interest and benefit in and to any renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance or other proprietary or contractual right, whether or not tradable, resulting from the actual or assumed displacement of emissions by the production of Electricity from the Facility as a result of the utilization of renewable energy technology;
- (b) rights to any fungible or non-fungible attributes or entitlements relating to environmental impacts, whether arising from the Facility itself, from the interaction of the Facility with the IESO-Controlled Grid, or a Distribution System, or because of Laws and Regulations or voluntary programs established by Governmental Authorities;
- (c) any and all rights, title and interest relating to the nature of an energy source (including a Renewable Fuel) as may be defined and awarded through Laws and Regulations or voluntary programs, including all Emission Reduction Credits; and
- (d) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing which may be available in connection with the Facility,

but excluding:

- (e) payments under the Government of Canada's ecoENERGY for Renewable Power Program (or any predecessor or successor program thereto) which may be available in connection with a Renewable Generating Facility;
- (f) any tax benefit, or other benefit under the Government of Canada's Canadian Renewable and Conservation Expenses (CRCE) or successor program which may be available in connection with a Renewable Generating Facility; and
- (g) such other items as the Sponsor may determine in its sole discretion at any time and from time to time, such excluded items to be posted on the Website and revised periodically.

For greater certainty, in the event that any governmental or non-governmental agency, whether provincial, federal, national or international in scope or authority, creates or sanctions a registry, trading system, credit, offset or other program relating to Environmental Attributes or their equivalent, the term “Environmental Attributes” as used in the FIT Contract shall include the rights or benefits created or sanctioned under any such program or programs to the extent available as a result of, or arising from, the production of Electricity or Related Products from the Facility.

110. **EPC Contractor** means the contractor engaged by the Supplier to perform the engineering, procurement and construction of the Project.
111. **EPT** means Eastern Prevailing Time.
112. **Equity Capital** means the aggregate (without double counting) of all subscribed capital for shares or units of ownership interest in the Supplier, Equity Holder loans and other contributed capital or equity funding of the Supplier that, in each case, was directly and exclusively subscribed, loaned or contributed to the Supplier for the purpose of financing the Project and, for greater certainty, including Connection Costs but excluding any amounts advanced to the Supplier under the Lending Agreements (or proceeds thereof).
113. **Equity Holder** means a direct or indirect owner, beneficially or of record, of any shares or units of ownership interest in a Supplier.
114. **Equity IRR** means 9%.
115. **EST** means Eastern Standard Time.
116. **Event of Default** means an event of default by the Supplier or the Sponsor.
117. **Exempt Residential Property** means a Residential Property in respect of which Agriculture Uses are Lawfully Permitted Uses, and Residential Uses are permitted as ancillary to such Agricultural Uses.
118. **Existing Building** means a building that has been designed to be used for the purpose of providing enclosure, shelter or protection to people or property, provided that one of its main purposes is not to support a solar power installation or to provide shelter from the sun (an Existing Building will be considered to have a main purpose of supporting a solar power installation or providing shelter from the sun where the building or part of that building would not reasonably have been constructed in the absence of the solar (PV) Renewable Generating Facility) and (a) that was in existence and completely constructed on the corresponding Application Date; or (b) in respect of which the Sponsor has issued a written confirmation that the building will be deemed an Existing Building for the purposes of the definitions of Rooftop Solar Facility and Rooftop Solar Project.
119. **Expansion** means an addition of Generating Equipment to:
 - (a) a Renewable Generating Facility; or
 - (b) a proposed Renewable Generating Facility,

that is the subject of an existing contract with the Sponsor or the OEFC, which (i) is not intended to replace any Generating Equipment that operates, or has operated within the past 12 months at such Renewable Generating Facility; (ii) generates Electricity in addition to the

Electricity of existing Generating Equipment that operates or operated at such Renewable Generating Facility; and (iii) does not include any of the Electricity generating capacity available from the Renewable Generating Facility or proposed Renewable Generating Facility. For greater certainty, an Expansion shall not include an Upgrade.

120. **External Boundary** means, in respect of a Site located on one Property, a Boundary, and in respect of a Site located on more than one Property, a Boundary or portion of a Boundary that is not a Boundary between one Property on which such Site is located and another Property on which such Site is also located.
121. **Facility** means the Renewable Generating Facility to be designed, constructed and operated as described on the FIT Contract Cover Page.
122. **Facility Amendment** has the meaning given to it in Section 2.1(b) of the FIT Contract.
123. **Fair Market Value** means the fair market value of rights or assets as mutually agreed by the Parties, each acting reasonably; provided however, that if the Parties fail to agree as to such value within ten (10) Business Days of the date of the Invoice Date, the fair market value shall be determined by a Senior Conference, failing which, ten (10) Business Days following the date of such Senior Conference, the Parties shall refer the matter to a nationally recognized valuator mutually appointed by the Parties, 50% of the valuator's reasonable fees shall be paid by the Buyer, and 50% of the valuator's reasonable fees shall be paid by the Supplier.
124. **Farm Building** means a building or part thereof that does not contain a Residential Occupancy and which is associated with and located on land devoted to the practice of farming, and used essentially for the housing of equipment or livestock, or the production, storage or processing of agricultural and horticultural produce or feeds, and which is fully enclosed by walls, a roof and a concrete foundation. Where **Residential Occupancy** means the occupancy or use of a building or part thereof by Natural Persons for whom sleeping accommodation is provided but who are not harboured or detained to receive medical care or treatment or are not involuntarily detained.
125. **Federal Government Incentive Program for Renewable Power** means Federal programs providing tax or other economic incentives for the development of, or investment in, Electricity generating facilities using Renewable Fuels including the ecoENERGY for Renewable Power Program.
126. **Financial Close** means the first date after the Sponsor has issued Notice to Proceed to the Supplier in accordance with Section 2.4(a) of the FIT Contract and the Supplier has provided to the Sponsor the Incremental NTP Security in accordance with Section 2.4(h) of the FIT Contract that a borrowing is unconditionally available under any of the Lending Agreements in respect of the Project (subject only to typical and customary draw or advance conditions).
127. **Financing Plan** has the meaning given to it in Section 2.4(d)(ii) of the FIT Contract.
128. **FIPPA** means the *Freedom of Information and Protection of Privacy Act*, RSO 1990, c F.31.
129. **FIPPA Records** has the meaning given to it in Section 7.5 of the FIT Contract.
130. **First Nation CCSA** means an amount of contract capacity (in MW) set aside by the Sponsor in its discretion and posted on the Website from time to time for First Nation CCSA Projects.

131. **First Nation CCSA Project** means a Project or a Facility, as the case may be, in respect of which;
- (a) the percentage of the total Economic Interest in an Applicant or a Supplier that is held by one or more First Nation Community(ies) is greater than 50%; or
 - (b) the Applicant or Supplier, as the case may be, is a First Nation Community.
132. **First Nation Community** means, for the purposes of the FIT Program,
- (a) a First Nation in Ontario that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5;
 - (b) a Person, other than a Natural Person, that has previously been determined by the Government of Ontario to represent the collective interests of a community that is composed of Indigenous Natural Persons in Ontario, excluding Persons who form a Métis Community; or
 - (c) a Person, other than a Natural Person, that is determined by the Government of Ontario for the purposes of the FIT Program to represent the collective interests of a community that is composed of Indigenous Natural Persons in Ontario, excluding Persons who form a Métis Community.
133. **First Nation Lands** means:
- (a) in respect of a particular First Nation within the meaning of paragraph (a) of the definition of First Nation Community (the “**Corresponding First Nation Community**”), the following:
 - (i) “reserve land” as set out in the *Indian Act*, RSC 1985, c I-5;
 - (ii) “designated lands” as set out in the *Indian Act*, RSC 1985, c I-5;
 - (iii) “special reserves” as set out in s. 36 of the *Indian Act*, RSC 1985, c I-5;
 - (iv) fee simple lands that are held in trust for the benefit of a First Nation in Ontario that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5, provided that those lands are the subject of an application by such First Nation to have Canada set the lands apart as reserve lands pursuant to Canada's “Additions to Reserve Policy”;
 - (v) Crown lands or other lands that Canada has agreed to recommend be set apart as reserve for a First Nation in Ontario that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5 in settlement of such First Nation's land claim; or
 - (vi) lands acquired and held by a First Nation in Ontario that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5 in the exercise of its powers under paragraph 18(2)(a) of the *First Nations Land Management Act*, SC 1999, c 24, provided that such lands are the subject of an application by such First Nation to have Canada set the lands apart as reserve pursuant to Canada's “Additions to Reserve Policy”;
or
 - (b) in respect of either (1) a particular First Nation within the meaning of paragraph (a) of the definition of First Nation Community without any lands as defined in paragraph (a) of

this definition of First Nation Lands, or (2) a First Nation Community within paragraph (b) of the definition of First Nation Community (in either case the “**Corresponding First Nation Community**”), real property in respect of which the Corresponding First Nation Community has the following rights, held directly or indirectly:

- (i) a fee simple;
- (ii) the equity of redemption to such real property;
- (iii) a power or right to grant, assign or exercise a power of appointment in respect of such real property;
- (iv) a lease to such real property or other right in the nature of an exclusive use to such real property for a period of greater than 21 years; or
- (v) beneficial rights to possession or occupancy of such real property, for a period of greater than 21 years.

- 134. **First Nation Lands Extended MCOB** has the meaning given to it in Section 7.7 of the FIT Rules.
- 135. **First Period Future Performance Security** has the meaning given to it in Section 5.2(a) of the FIT Contract.
- 136. **FIT Contract** means the agreement entered into between a Supplier and the Sponsor in accordance with the FIT Rules, comprised of the FIT Contract Cover Page, the general terms and conditions, any applicable special terms and conditions, these Standard Definitions, and the other Exhibits that are attached, as amended, restated or replaced from time to time.
- 137. **FIT Contract Cover Page** means the front page of the FIT Contract in the Prescribed Form.
- 138. **FIT Program** means the renewable energy feed-in tariff program established by the Sponsor as implemented in the FIT Rules and any prior or subsequent version of the FIT Rules.
- 139. **FIT Reference Number** means the unique ten character alphanumeric identifier that is assigned by the Sponsor to an Application following the Applicant’s submission of an electronic Application Form via the Applicant’s My FIT Home Page.
- 140. **FIT Registration ID** means the unique eight character alphanumeric identifier that is assigned by the Sponsor to an Applicant upon creation of a My FIT Home Page.
- 141. **FIT Rules** means the rules governing the FIT Program as may be amended in accordance with its terms, from time to time.
- 142. **FIT Rules, Version 5.0.1** has the meaning given to it in Section 1.2 of the FIT Rules.
- 143. **Force Majeure** has the meaning given to it in Section 10.3 of the FIT Contract.
- 144. **Future Contract Related Products** means all Related Products that relate to the Facility and that were not capable of being traded or sold by the Supplier in the IESO-Administered Markets or other markets on or before the Contract Date.

145. **Generating Equipment** means equipment used by a Project or a Facility in the generation of Electricity, such as wind turbines, solar (PV) modules, hydroelectric turbines, biomass-fired boilers and generating sets for the combustion of landfill gas, but does not include transformers or other equipment used to transform or transmit such Electricity.
146. **Good Engineering and Operating Practices** means any of the practices, methods and activities adopted by a significant portion of the North American electric utility industry as good practices applicable to the design, building, and operation of generating facilities of similar type, size and capacity or any of the practices, methods or activities which, in the exercise of skill, diligence, prudence, foresight and reasonable judgement by a prudent generator of Electricity in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and Laws and Regulations. Good Engineering and Operating Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather are intended to delineate acceptable practices, methods, or acts generally accepted in the North American electric utility industry.
147. **Government of Canada** means Her Majesty the Queen in right of Canada.
148. **Government of Ontario** means Her Majesty the Queen in right of Ontario.
149. **Governmental Approval** means approvals, authorizations, consents, permits, grants, licences, privileges, rights, orders, judgments, rulings, directives, ordinances, decrees, registrations and filings issued or granted by Laws and Regulations or by any Governmental Authority.
150. **Governmental Authority** means the Crown, any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the System Operator, the OEB and the Electrical Safety Authority. Governmental Authority includes any Person acting under the authority of any Governmental Authority.
151. **Grid Cells** means grid areas (ranging between 45 to 65 hectares each) that the Province of Ontario has been divided into for the purposes of applying for potential On-Shore Wind and Solar (PV) Projects located on Crown land. Each grid cell has a unique 12 digit reference number and is bounded by lines of geographic latitudes and longitudes based on the NAD 83 (CSRS98) datum using increments of 30 seconds of the series 50 degrees 00' 00", 50 degrees 00' 30", 50 degrees 01' 00", and which is referred to by the latitude and longitude of its northeast corner, as determined or modified from time to time by the MNRF. On the Ontario Renewable Energy Atlas grid cells are also referred to as "Windpower Allocation Blocks".
152. **Gross Load Billing** means the "gross load billing" approach substantially set out in OEB "Notice of Proposal to Amend a Code" relating to Board File No: EB-2009-0303.
153. **Grossed-up Taxes** has the meaning given to it in Exhibit E of the FIT Contract
154. **Hedge Providers** means the counterparties to the Supplier under the Hedging Agreements.
155. **Hedging Agreements** means interest rate hedging agreements intended to protect or mitigate against interest rate fluctuations in relation to Senior Debt or Junior Debt and currency hedging agreements intended to protect or mitigate against currency exchange fluctuations in relation to contracts entered into by the Supplier for the supply of goods or services required for the Project in a currency other than Canadian currency.

156. **HST** means the goods and services tax eligible pursuant to the *Excise Tax Act*, RSC 1985, c E-15, or any successor thereto, including for greater certainty the “Harmonized Sales Tax”.
157. **Hospital** means one of the following entities:
 - (a) a public hospital, in accordance with the *Public Hospitals Act*, RSO 1990, c P.40; or
 - (b) a private hospital, in accordance with the *Private Hospitals Act*, RSO 1990, c P.24.
158. **Host Facility** means a facility which:
 - (a) a Facility would have, or has, an electrical connection to the Host Facility’s electrical system through which Electricity is or is proposed to be injected therein; and
 - (b) is directly connected to a Distribution System.
159. **Hourly Delivered Electricity** means the Electricity generated and Delivered (net of Station Service Loads) by a Facility during any hour, provided such Electricity is delivered to the Connection Point and successfully directly injected into a Distribution System.
160. **Hourly Ontario Energy Price** or **HOEP** has the meaning given to it by the IESO Market Rules or shall mean any replacement thereof or successor thereto.
161. **IE Certificate** means a certificate addressed to the Sponsor from an Independent Engineer, procured by the Supplier and at the Supplier’s sole expense, that complies with the requirements of Section 2.6(a)(iv) of the FIT Contract.
162. **IESO** means the Independent Electricity System Operator of Ontario established under Part II of the Electricity Act, and its successors and assigns.
163. **IESO-Administered Markets** has the meaning given to it by the IESO Market Rules.
164. **IESO-Controlled Grid** has the meaning given to it by the IESO Market Rules.
165. **IESO Market Rules** means the rules made under Section 32 of the Electricity Act, together with all market manuals, policies, and guidelines issued by the System Operator, as may be amended from time to time.
166. **including** means including (or includes) without limitation.
167. **Incremental NTP Security** means the amount of Completion and Performance Security specified for each type of Facility in Exhibit A to the FIT Contract and which the Supplier is required to provide to the Sponsor in accordance with Section 2.4(h) of the FIT Contract.
168. **Incremental Project** means a Facility or a Project that comprises or would comprise an Upgrade or Expansion of: (a) another Renewable Generating Facility; or (b) a proposed Renewable Generating Facility that is the subject of an existing contract with the Sponsor or OEFC; and that uses the same meter as such other proposed or existing Renewable Generating Facility.
169. **Indemnifiable Loss** has the meaning given to in Section 13.3 of the FIT Contract.
170. **Indemnitees** has the meaning given to it in Section 13.3 of the FIT Contract.

171. **Independent Engineer** is an engineer that is (i) a Professional Engineer duly qualified and licensed to practise engineering in the Province of Ontario; and (ii) employed by an independent engineering firm which holds a certificate of authorization issued by Professional Engineers Ontario that is not affiliated with or 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 Facility.
172. **Indexed Contract Price** means the Contract Price adjusted for increases in CPI pursuant to Exhibit B of the FIT Contract.
173. **Indigenous CCSA** means an amount of contract capacity (in MW) set aside by the Sponsor in its discretion and posted on the Website from time to time for First Nation CCSA Projects and Métis CCSA Projects.
174. **Indigenous Community** means, for the purposes of the FIT Program, a First Nation Community or a Métis Community.
175. **Indigenous Community Site Host** means an Indigenous Community that has, in respect of a Project or Facility, granted to the Applicant Access Rights to the Site, and the Site is wholly located entirely on First Nation Lands or Métis Lands.
176. **Indigenous Participant** means, in respect of an Application for a CCSA Eligible Project, an Indigenous Community that is listed as contributing to the Indigenous Participation Level on the Indigenous Participation Project Declaration in respect of such Application.
177. **Indigenous Participation Level** means the percentage of the total Economic Interest in an Applicant or a Supplier that is held by one or more Indigenous Communities, provided that and so long as an Applicant or a Supplier, as the case may be, is itself an Indigenous Community, the applicable Indigenous Participation Level shall be 100%.
178. **Indigenous Participation Project** means a Project or a Facility, as the case may be, in respect of which:
- (a) the Indigenous Participation Level is greater than or equal to 15%; or
 - (b) the Applicant or Supplier, as the case may be, is an Indigenous Community.
179. **Indigenous Participation Project Declaration** means, with respect to a Project or a Facility, (i) a statutory declaration in the Prescribed Form setting out the Indigenous Participation Level of such Project or Facility, together with (ii) written evidence documenting such Indigenous Participation Level that is to the satisfaction of the Sponsor.
180. **Indigenous Price Adder** means an Indigenous Price Adder (15%-50%), or an Indigenous Price Adder (Over 50%).
181. **Indigenous Price Adder (15%-50%)** means the amount in ¢/kWh paid to Indigenous Participation Projects having an Indigenous Participation Level between 15% and 50% (inclusive) as set out in the Price Schedule.
182. **Indigenous Price Adder (Over 50%)** means the amount in ¢/kWh paid to Indigenous Participation Projects having an Indigenous Participation Level greater than 50% as set out in the Price Schedule.

183. **Indigenous Support Resolution** means, in respect of a Project, a resolution in the Prescribed Form duly adopted by:
- (a) for lands within the meaning of paragraph (a) of the definition of First Nation Lands, the band council of a First Nation Community, demonstrating that such Project has the support of such First Nation Community;
 - (b) for lands within the meaning of paragraph (b) of the definition of First Nation Lands, a First Nation Community demonstrating that such Project has the support of such First Nation Community; or
 - (c) a Métis Community demonstrating that such Project has the support of such Métis Community.
184. **Industrial Uses** means uses of real property for the making, processing, fabrication, assembly, ornamenting, finishing or treating of raw materials or goods, warehousing or bulk storage of raw materials or goods, and, for certainty, Industrial Uses do not include Commercial Uses, Agricultural Uses or Municipal Uses.
185. **Initial Security** means the amount of Completion and Performance Security specified for each type of Facility in Exhibit A to the FIT Contract and which is required to be provided to the Sponsor upon execution of the FIT Contract in accordance with the instructions in the Offer Notice.
186. **Insolvency Legislation** means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, the *Winding-up and Restructuring Act*, RSC 1985, c W-11 and the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 or any analogous legislation, and the bankruptcy, insolvency, creditor protection or similar laws of any other jurisdiction (regardless of the jurisdiction of such application or competence of such law).
187. **Interest Rate** means the annual rate of interest established by the Royal Bank of Canada or its successor, from time to time, as the interest rate it will charge for demand loans in Dollars to its commercial customers in Canada and which it designates as its "prime rate" based on a year of 365 or 366 days, as applicable. Any change in such prime rate shall be effective automatically on the date such change is announced by the Royal Bank of Canada.
188. **ITA** means the *Income Tax Act*, RSC 1985, c. 1 (5th Supp).
189. **Invoice Date** has the meaning given to it in Section 9.6(k) of the FIT Contract.
190. **Junior Debt** means, at any time, junior indebtedness funded under the Lending Agreements by the Junior Lenders to the Supplier which is (i) used or provided for use directly and exclusively for purposes of financing the Project, (ii) subordinated and postponed to the Senior Debt, (iii) has a fixed return without equity participation, step-up rights or rights to share in the Supplier's excess cash flow, and (iv) has a coupon equal to or less than 150% of the coupon payable to the Senior Lenders and excludes the Junior Debt Makewhole (provided, however, that if the coupon exceeds such threshold it shall be deemed to be equal to such threshold for purposes of calculating the Junior Debt Amount and any Junior Debt Makewhole).
191. **Junior Debt Amount** means, at any time, the then outstanding principal amount of Junior Debt, together with all interest accrued thereon at that time, provided that at any time where any portion of the interest payable to the Junior Lenders is subject to Hedging Agreement(s), accrued interest in respect of such portion of the interest payable to the Junior Lenders shall be

calculated based on the fixed rate payable by Supplier under the Hedging Agreement(s) without regard to whether such fixed rate is payable directly to a Junior Lender or to the Hedge Provider(s) under the Hedging Agreement(s) and all references to interest payable to the Junior Lenders under this Agreement shall be construed accordingly. For greater certainty, the Junior Debt Amount excludes the Junior Debt Makewhole.

192. **Junior Debt Makewhole** means, at any time, any amount (other than the Junior Debt Amount) then due and payable to the Junior Lenders under the Lending Agreements, including any “make whole” payments, Hedging Agreements or interest rate termination or breakage payments (less any applicable termination or breakage benefits) and all other fees, costs and expenses reasonably and properly incurred which the Supplier is obligated to pay to the Junior Lenders pursuant to the Lending Agreements.
193. **Junior Lenders** means the lenders and Hedge Providers (and any administrative agent, collateral agent, trustee or person in a similar capacity for such lenders or Hedge Providers) named or otherwise identified as the junior lenders or Hedge Providers in the Lending Agreements and excludes any Affiliate of Supplier or Equity Holder and other Persons not at Arm’s Length to Supplier or Equity Holder.
194. **kW** means kilowatt and **kWh** means kilowatt-hour.
195. **Land Use Planner** means a Natural Person who is a member in good standing of the Canadian Institute of Planners and is a registered professional planner in Ontario.
196. **Land Use Restriction Exemption Resolution** means, with respect to a Project, a resolution in the Prescribed Form of the council or other governing body of the Local Municipality in which such Project is located, in whole or in part, demonstrating that the Local Municipality supports the Project proceeding and acknowledges it is aware the Project will not need to adhere to the land use restrictions, Visual Screening Requirements and Setback Requirements set out in Sections 2.3(e), 2.3(f), 2.3(g) and 2.3(h) of the FIT Rules.
197. **Landowner Losses** means any amount reasonably and properly payable by the Supplier to a landowner under the terms of the relevant lease or licence agreement entered into between the Supplier and a landowner in respect of the Project as a direct result of an Optional Termination (including any reasonable commercial breakage fee), provided that such amount shall be reduced to the extent that the Supplier or a landowner fails to take commercially reasonable steps to mitigate such amount; provided that no account shall be taken of any liabilities and obligations of the Supplier to any landowner arising out of:
 - (a) any loss of overhead or profit of such landowner relating to any period or costs after the Termination Date (save to the extent the same are properly included in any reasonable commercial breakage fee);
 - (b) agreements or arrangements entered into by the Supplier or any landowner to the extent that such agreements or arrangements were not entered into in connection with those parties’ obligations in relation to the Project; or
 - (c) agreements or arrangements entered into by the Supplier or any landowner other than in the ordinary course of business and on commercial Arm’s Length terms, save to the extent that amounts would have arisen if such agreements or arrangements had been entered into in the ordinary course of business and on commercial Arm’s Length terms.

198. ***Landscape Architect*** means a “full member” of the Ontario Association of Landscape Architects, as defined by the *Ontario Association of Landscape Architects Act*, 1984, SO 1984 c Pr12.
199. ***Lawfully Permitted Use*** means a use permitted by:
- (a) a zoning by-law passed pursuant to Section 34 of the *Planning Act*, RSO 1990, c P.13;
 - (b) in territories without municipal organization, land use control imposed by:
 - (i) a planning board being established pursuant to the *Planning Act*, RSO 1990, c P.13 and passing zoning by-laws; or
 - (ii) zoning orders made by the Ontario Minister of Municipal Affairs and Housing; or
 - (c) a development permit issued pursuant to a development permit by-law enacted pursuant to O Reg 608/06 made under the *Planning Act*, RSO 1990, c P.13.
200. ***Laws and Regulations*** means:
- (a) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes;
 - (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
 - (c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority;
 - (d) any requirements under or prescribed by applicable common law;
 - (e) the Retail Settlement Code, the Distribution System Code, the Transmission System Code and any other codes issued by the OEB; and
 - (f) the IESO Market Rules, as well as any manuals or interpretation bulletins issued by the System Operator from time to time that are binding on the Supplier.
201. ***LDC*** means the owner or operator of a Distribution System who is licensed by the OEB as an “electricity distributor”.
202. ***LDC Connection Costs*** means those Connection Costs associated with those modifications to LDC-owned facilities required to connect the Facility to a Distribution System that only the LDC can perform, and that are payable by the Supplier to the LDC as required by the Distribution System Code.
203. ***LDC Portal*** means a secure web site maintained by an LDC, either directly or indirectly, that provides a point-of-access for specific authorized users to a facility’s or site’s specific data, such as meter data, or such similar processes and/or applications that may be implemented in conjunction with the “Smart Meter Initiative” for the presentment of meter data; and includes any systems or applications that may replace, supplement or succeed any such existing systems or applications.

204. ***Lending Agreements*** means any or all of the agreements or instruments to be entered into by Supplier relating to the debt financing of the Project, including, for greater certainty, loan or credit agreements, trust or note indentures, the Secured Lender's Security Agreements and any Hedging Agreements, if any, and any agreements or instruments to be entered into by Supplier relating to the rescheduling of their indebtedness in respect of the financing of the Project or the refinancing of the Project.
205. ***Local Municipality*** means any corporation that is a "local municipality" as defined in the *Municipal Act, 2001*, SO 2001, c 25 or the *City of Toronto Act, 2006*, SO 2006, c 11, Sched A or its geographic area, as the context requires.
206. ***Long-Term Care Home*** means a "municipal home", "joint home" or "First Nations home" established under the *Long-Term Care Homes Act, 2007*, SO 2007, c 8.
207. ***LRP Contract*** means a contract entered into in connection with an LRP Project pursuant to which a "Supplier" (as defined therein) is to develop and operate and to supply Electricity from a renewable generation facility.
208. ***LRP Project*** means a proposed or future Renewable Generating Facility to be developed, constructed, operated and maintained under the IESO's Large Renewable Procurement.
209. ***Manufacturer's Capacity Ratings*** means such ratings of the capacity of a solar module as are conventionally accepted by the industry, which means, for greater certainty and for all purposes, Standard Test Conditions (STC).
210. ***Market Participant*** has the meaning given to it by the IESO Market Rules.
211. ***Market Settlement Charges*** means all market settlement amounts and charges described in Chapter 9 of the IESO Market Rules.
212. ***Material Adverse Effect*** means any change (or changes taken together) in, or effect on, the affected Party that materially and adversely affects the ability of such Party to perform its obligations under the FIT Contract or FIT Program.
213. ***Material IESO Market Rule Amendment*** has the meaning given to it in Section 1.7(a) of the FIT Contract.
214. ***MDD*** means Meter Data Distribution system, an internet based communication interface application for Market Participants supplied by the System Operator that allows the Market Participants to manage revenue meter-related information and to retrieve revenue meter data reports, and includes any systems or applications that may replace, supplement or succeed the MDD.
215. ***Meter Data Associate Relationship*** means the relationship between a meter at a Connection Point and a Market Participant (where such Market Participant is not the Metered Market Participant), as established by certain processes in MDD.
216. ***Metered Market Participant*** has the meaning given to that term by the IESO Market Rules.
217. ***Metering Plan*** means a document that is provided by the Supplier to the Sponsor in the Prescribed Form that (i) verifies that the revenue-quality interval meter(s) conform with Laws and Regulations administered by Measurement Canada with respect to such meter(s), and (ii) provides all required information and equipment specifications needed to permit the Sponsor to

remotely access, verify, estimate and edit for calculation purposes and/or total revenue meter readings in order to accurately determine the output of the Facility at the Connection Point net of any Station Service Loads and auxiliary loads.

218. **Métis CCSA** means an amount of contract capacity (in MW) set aside by the IESO in its discretion and posted on the Website from time to time for Métis CCSA Projects.
219. **Métis CCSA Project** means a Project or a Facility, as the case may be, in respect of which;
- (a) the percentage of the total Economic Interest in an Applicant or a Supplier that is held by one or more Métis Community(ies) is greater than 50%; or
 - (b) the Applicant or Supplier, as the case may be, is a Métis Community.
220. **Métis Community** means, for the purposes of the FIT Program:
- (a) the Métis Nation of Ontario or any of its active Chartered Community Councils;
 - (b) a Person, other than a Natural Person, that has previously been determined by the Government of Ontario to represent the collective interests of a community that is composed of Métis Natural Persons in Ontario; or
 - (c) a Person, other than a Natural Person, that is determined by the Government of Ontario for the purposes of the FIT Program to represent the collective interests of a community that is composed of Métis Natural Persons in Ontario.
221. **Métis Lands** means real property in respect of which a Métis Community has the following rights, held directly or indirectly:
- (a) a fee simple;
 - (b) the equity of redemption to such real property;
 - (c) a power or right to grant, assign or exercise a power of appointment in respect of such real property;
 - (d) a lease to such real property or other right in the nature of an exclusive use to such real property for a period of greater than 21 years; or
 - (e) beneficial rights to possession or occupancy of such real property, for a period of greater than 21 years.
222. **Metrolinx** means the corporation continued pursuant to the *Metrolinx Act, 2006*, S.O. 2006, c 16.
223. **microFIT Program** means the “microFIT Program” established by the Sponsor pursuant to the microFIT Rules and any prior or subsequent version of the microFIT Rules.
224. **microFIT Rules** means those rules applicable to proposed Renewable Generating Facilities that are less than or equal to 10 kW in capacity, as set out on the section of the Website labelled “microFIT program”.

225. ***Milestone Date for Commercial Operation*** or ***MCOD*** means the date set out in Exhibit A to the FIT Contract by which the Facility is required to attain Commercial Operation.
226. ***MNRF*** means the Ontario Ministry of Natural Resources and Forestry.
227. ***Municipal and Public Sector Entity CCSA*** means an amount of contract capacity (in MW) set aside by the Sponsor in its discretion and posted on the Website from time to time for Municipal or Public Sector Entity CCSA Projects.
228. ***Municipal Council Setback Resolution*** means, in respect of a Project described in an Application, a resolution in the Prescribed Form of the council or other governing body of the Local Municipality in which such Project is located, in whole or in part, in force as at the Application Date, that establishes the Setback in respect of such Project, provided such Setback is less than 100 metres and no less than 20 metres.
229. ***Municipal Council Support Resolution*** means, in respect of a Project described in an Application, a resolution in the Prescribed Form of the council or other governing body of the Local Municipality in which such Project is located, in whole or in part, demonstrating the support of the Local Municipality for such Project.
230. ***Municipal Council Resolution Confirmation*** means a confirmation in the Prescribed Form, to which a true copy of a Land Use Restriction Exemption Resolution and/or a Municipal Council Support Resolution (in the Prescribed Forms) are attached, by a municipal chief administrative officer, municipal clerk, or equivalent official of each Local Municipality in which the relevant Project is located, in whole or in part.
231. ***Municipal or Public Sector Entity CCSA Project*** means a Contract Capacity Set-Aside Project, in respect of which the Municipal Participation Level or Public Sector Entity Participation Level is greater than 50%.
232. ***Municipal or Public Sector Entity Participation Level*** means:
- (a) the percentage of the total Direct Economic Interest in an Applicant or a Supplier that is held by one or more Municipalities or Public Sector Entities, provided that so long as an Applicant or a Supplier, as the case may be, is itself a Municipality or a Public Sector Entity, the applicable Municipal or Public Sector Entity Participation Level shall be 100%; or
 - (b) in the case of an Applicant or Supplier that is a Municipally Owned LDC or a Municipally Owned LDC 100% Affiliate, the percentage of the total Economic Interest (whether direct or not) in an Applicant or a Supplier that is held by one or more Municipalities.
233. ***Municipal or Public Sector Entity Participation Project*** means a Project or a Facility, as the case may be, for which the Municipal or Public Sector Entity Participation Level is greater than or equal to 15%.
234. ***Municipal Participation Level*** means:
- (a) the percentage of the total Direct Economic Interest in an Applicant or a Supplier that is held by one or more Municipalities, provided that and so long as an Applicant or a Supplier, as the case may be, is itself a Municipality, the applicable Municipal Participation Level shall be 100%; or

- (b) in the case of an Applicant or Supplier that is a Municipally Owned LDC or a Municipally Owned LDC 100% Affiliate, the percentage of the total Economic Interest (whether direct or not) in an Applicant or a Supplier that is held by one or more Municipalities.
235. ***Municipal Participation Project*** means a Project or a Facility, as the case may be, in respect of which;
- (a) the Municipal Participation Level is greater than or equal to 15%; or
- (b) the Applicant or Supplier, as the case may be, is a Municipality.
236. ***Municipal Participation Project Declaration*** means, with respect to a Project or a Facility, (i) a statutory declaration in the Prescribed Form setting out the Municipal Participation Level of such Project or Facility, together with (ii) written evidence documenting such Municipal Participation Level that is to the satisfaction of the Sponsor.
237. ***Municipal Price Adder*** means a Municipal Price Adder (15%-50%), or a Municipal Price Adder (Over 50%).
238. ***Municipal Price Adder (15%-50%)*** means the amount in ¢/kWh paid to Municipal Participation Projects having a Municipal Participation Level between 15% and 50% (inclusive) as set out in the Price Schedule.
239. ***Municipal Price Adder (Over 50%)*** means the amount in ¢/kWh paid to Municipal Participation Projects having a Municipal Participation Level greater than 50% as set out in the Price Schedule.
240. ***Municipal Site Host*** means a Municipality that has, in respect of a Project or Facility, granted to the Applicant Access Rights to the Site, the Site falls within the geographic jurisdiction of the Municipality, and the Municipality has, in relation to the Site, the following rights, alone or together with one or more other Municipalities:
- (a) a fee simple;
- (b) the equity of redemption to such real property;
- (c) a power or right to grant, assign or exercise a power of appointment in respect of such real property;
- (d) a lease to such real property or other right in the nature of an exclusive use to such real property for a period of greater than 21 years; or
- (e) beneficial rights to possession or occupancy of such real property, for a period of greater than 21 years;
- and has held such rights continuously commencing not later than the Direction Date.
241. ***Municipal Uses*** means uses of real property by a Municipality for the purpose of:
- (a) public works;
- (b) a public utility (as defined in the *Municipal Act, 2001*, SO 2001, c 25); or

- (c) providing municipal services to the inhabitants of the Municipality, including a municipal vehicle depot, municipal outdoor works and storage yards and municipal training areas.
- 242. **Municipality** means any corporation that is a “local municipality” or an “upper-tier municipality” as defined in the *Municipal Act, 2001*, SO 2001, c 25 or the *City of Toronto Act, 2006*, SO 2006, c 11, Sched A or its geographic area, as the context requires.
- 243. **Municipally Owned LDC** means an LDC in which one or more Municipalities hold, whether directly or indirectly, as owner (other than solely as the beneficiary of an unrealized security interest) (i) securities or ownership interests carrying both votes sufficient to elect or appoint greater than fifty per cent (50%) of the directors of the LDC; and (ii) an Economic Interest of greater than 50%.
- 244. **Municipally Owned LDC 100% Affiliate** means a Person incorporated pursuant to Section 142 of the Electricity Act (i) that a Municipally Owned LDC 100% owns and 100% controls, or (ii) that is under common 100% ownership and 100% control with a Municipally Owned LDC.
- 245. **MW** means megawatt and **MWh** means megawatt-hour.
- 246. **My FIT Home Page** means a personalized webpage that will be created and will only be accessible to the Applicant through the username and password created by the Applicant at registration.
- 247. **Natural Person** means a natural person, but does not include a natural person in his or her capacity as trustee, executor, administrator or other legal representative.
- 248. **Network Upgrade Costs** means those costs related to Network Upgrades. For greater certainty, Network Upgrade Costs shall not include Connection Costs.
- 249. **Network Upgrades** means all additions, improvements and upgrades to the network facilities, as defined by the Distribution System Code and Transmission System Code, for the connection of the Facility to a Distribution System, as more particularly specified pursuant to the Connection Impact Assessment, Distribution System Code and Transmission System Code for generator connections.
- 250. **New Agreement** means a new agreement substantially in the form of the FIT Contract and for the then balance of the Term (had the FIT Contract not been terminated early), which may be entered into with a Secured Lender who is at Arm’s Length with the Supplier or with a Person identified by such Secured Lender following an event of default under the Secured Lender’s Security Agreement.
- 251. **No Default Interest Rate** means the rate of interest per annum quoted by the Royal Bank of Canada from time to time as its reference rate for Dollar demand loans made to its commercial customers in Canada and which it refers to as its “**prime rate**”, as such rate may be changed by it from time to time.
- 252. **Non-Rooftop Solar Facility** means a Solar (PV) Facility that is not a Rooftop Solar Facility.
- 253. **Non-Rooftop Solar Project** means a Solar (PV) Project that is not a Rooftop Solar Project.
- 254. **Notice** has the meaning given to it in Section 14.6(a) of the FIT Contract.
- 255. **Notice of Decrease** has the meaning given to it in Section 17.3(a) of the FIT Contract.

- 256. **Notice of Eligibility** has the meaning given to it in Section 7.4(a) of the FIT Rules.
- 257. **Notice of Eligibility List** has the meaning given to it in Section 7.1 of the FIT Rules.
- 258. **Notice to Proceed** means the notice issued by the Sponsor that it is prepared to waive its option set out in Section 2.4 of the FIT Contract to terminate such contract.
- 259. **NTP Daily Delay Amount** means the amount specified in Exhibit A to the FIT Contract, expressed in Dollars, representing the daily increase in the Pre-Construction Liability Limit for each day following the issuance of the NTP Deferral Notice until the Sponsor either issues Notice to Proceed or terminates this Agreement in accordance with Section 2.4(a) of the FIT Contract.
- 260. **NTP Deferral Notice** means the notice of the deferral of the issuance of Notice to Proceed by the Sponsor pursuant to Section 2.4(g) of the FIT Contract.
- 261. **NTP Delay** has the meaning given to it in Section 2.4(g)(iii) of the FIT Contract.
- 262. **NTP Pre-requisites** has the meaning given to it in Section 2.4(d) of the FIT Contract.
- 263. **NTP Request** means the submission by the Supplier of the Prescribed Form together with the NTP Pre-requisites, by which the Supplier requests that the Sponsor issue Notice to Proceed.
- 264. **NTP Response Date** means the number of days following the Contract Date that is used to determine the time by which the Sponsor must respond to a completed NTP Request for a Facility, as specified in Exhibit A to the FIT Contract.
- 265. **OEB** means the Ontario Energy Board or its successor.
- 266. **Offer List** has the meaning given to it in Section 7.1 of the FIT Rules.
- 267. **Offer Notice** has the meaning given to it in Section 7.2(a) of the FIT Rules.
- 268. **Off-Peak Hour** means any hour that is not an On-Peak Hour.
- 269. **On-Farm Biogas Facility** means a Facility that is regulated under Part IX.1 of O Reg 267/03 made under the *Nutrient Management Act, 2002*, SO 2002, c 4.
- 270. **On-Peak Hour** means all hours between and including 11:00:00 and 18:59:59 (at the Site), on Business Days, or such other contiguous eight hour block on Business Days that is designated by the Sponsor from time to time, and posted on the Website with at least thirty (30) days' notice of any such change.
- 271. **On-Shore Wind** means the renewable fuel used by an On-Shore Wind Facility.
- 272. **On-Shore Wind Facility** means a Facility utilizing wind power where no part of any wind turbine forming part of the Facility's Generating Equipment is located in direct contact with surface water other than in a wetland. For clarity, an On-Shore Wind Facility may not be a Class 5 wind facility within the meaning of O Reg 359/09, "Renewable Energy Approvals under Part V.0.1 of the *Environmental Protection Act*, RSO 1990, c E.19".
- 273. **Ontario Electricity Financial Corporation** or **OEFC** means the Ontario Electricity Financial Corporation established by the Electricity Act and its successors and assigns.

274. **Ontario Supplier** means a supplier of services, components or subcomponents that is:
- (a) a Natural Person who is Resident in Ontario;
 - (b) a corporation incorporated in Ontario or incorporated federally (Canada) with its registered office located in Ontario, as determined pursuant to the legislation under which such corporation is incorporated;
 - (c) Controlled by a corporation described in paragraph (b) or other Person with a registered office in Ontario, as determined pursuant to the legislation under which such Person is formed or organized; or
 - (d) a partnership with at least one partner who is an Ontario Supplier within the meaning of this definition.
275. **Optional Termination** has the meaning given to it in Section 9.6(a) of the FIT Contract.
276. **Optional Termination Sum** has the meaning given to it in Section 9.6(b) of the FIT Contract.
277. **Optional Termination Sum Holdback Amount** has the meaning given to it in Section 9.6(d) of the FIT Contract.
278. **Optional Termination Sum Payment Date** has the meaning given to it in Section 9.6(d) of the FIT Contract.
279. **Optional Termination Sum True-Up Date** has the meaning given to it in Section 9.6(f) of the FIT Contract.
280. **Optional Termination Sum True-Up Payment** has the meaning given to it in Section 9.6(f) of the FIT Contract.
281. **Optional Termination Sum True-Up Payment Date** has the meaning given to it in Section 9.6(f) of the FIT Contract.
282. **Other Facility** has the meaning given to it in Section 2.1(j) of the FIT Rules.
283. **Other Suppliers** means all of the other suppliers that have a FIT Contract or other bilateral arrangements with the Sponsor similar in nature to the FIT Contract.
284. **Outage** means the removal of equipment from service, unavailability for connection of equipment or temporary de-rating, restriction of use or reduction in performance of equipment for any reason, including to permit the performance of inspections, tests, repairs or maintenance on equipment, which results in a partial or total interruption in the ability of the Facility to make the Contract Capacity available and Deliver the Electricity from the Facility.
285. **Owner Contact** means the Natural Person whose identity and contact information is set out as the “Owner” contact type under the contact information heading in the Application Form, who has the authority to bind the Applicant, and who will become the Company Representative if the Applicant enters into a FIT Contract; or as otherwise agreed between the Sponsor and the Applicant in writing, acting reasonably.
286. **Parks Canada** means the Parks Canada Agency created by the *Parks Canada Agency Act*, S.C. 1998, c.31.

287. **Participation Level** means the Indigenous Participation Level, Community Participation Level, Municipal Participation Level or Public Sector Entity Participation Level (as applicable).
288. **Participation Project** means an Indigenous Participation Project, Community Participation Project, Municipal Participation Project or Public Sector Entity Participation Project (as applicable).
289. **Party** means, (a) with respect to the FIT Contract, any one of the Supplier and the Sponsor, and the Sponsor and the Supplier are collectively referred to as the **Parties**; and (b) with respect to the FIT Rules, any one of the Applicant and the Sponsor, and the Sponsor and the Applicant are collectively referred to as the **Parties**.
290. **Payment Date** has the meaning given to it in Section 4.2(c) or 4.3(c) of the FIT Contract, as applicable.
291. **Peak Performance Factor** means 1.35 for all On-Peak Hours and 0.90 for all Off-Peak Hours.
292. **Percentage Escalated** means the percentage of the Total Contract Price that escalates on the basis of increases in CPI, as set out in the Price Schedule and on the FIT Contract Cover Page.
293. **Person** means a Natural Person, First Nation that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5, co-operative, firm, trust, partnership, limited partnership, company, or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind.
294. **Pre-COD Facilities** means the Facility, or the Facility and other generation facilities that are the subject of a FIT Contract or other power purchase agreement with the Sponsor similar in nature to the FIT Contract, where all such facilities have not achieved commercial operation.
295. **Pre-Construction Development Costs** means those reasonable costs incurred after the Contract Date for the development of the Facility, excluding (i) the costs of Generating Equipment, (ii) that portion of any costs charged by a Person who does not deal at Arm’s Length with the Supplier that is in excess of the costs that would have been charged had such Person been at Arm’s Length with the Supplier, and (iii) profits, less any grants received pursuant to any government or Sponsor programs that the Supplier is not obligated to repay. For greater certainty, Pre-Construction Development Costs may include reasonable costs incurred for feasibility studies; obtaining Access Rights; obtaining a Renewable Energy Approval (if applicable); development of business and financial plans; negotiation of contracts relating to equipment procurement, construction and financing; reasonable non-refundable deposits on Generating Equipment and on transformers or other equipment used to transform or transmit Electricity; non-refundable deposits in connection with Connection Costs; resource assessments; obtaining permits and approvals necessary to commence construction and reasonable overhead expenses allocated to the foregoing.
296. **Pre-Construction Liability Limit** means the amount specified in Exhibit A to the FIT Contract, expressed in Dollars, representing the maximum amount of Pre-Construction Development Costs for which the Sponsor will indemnify the Supplier in the event that the Sponsor terminates the FIT Contract pursuant to Section 2.4 of the FIT Contract.
297. **Prescribed Form** means, in relation to a form, the latest version of the corresponding form appearing on the Website, as may be amended or replaced by the Sponsor from time to time and without notice to the Supplier.

298. **Price Adder** means an Indigenous Price Adder (15%-50%), an Indigenous Price Adder (Over 50%), a Community Price Adder (15%-50%), a Community Price Adder (Over 50%), a Municipal Price Adder (15%-50%), a Municipal Price Adder (Over 50%), a Public Sector Entity Price Adder (15%-50%), or a Public Sector Entity Price Adder (Over 50%).
299. **Price Reduction** means the percentage reduction from the Base Price within a Price Reduction Tier as set out in Figure 8.1 of the FIT Rules.
300. **Price Reduction Priority Point** means a Priority Point received under the “Price Reduction Priority Points” category as described in Section 5.1(f) of the FIT Rules.
301. **Price Reduction Tier** has the meaning given to it in Section 8.1(b) of the FIT Rules.
302. **Price Schedule** means the schedule of prices posted on the Website, established by the Sponsor from time to time, in its sole and absolute discretion, that will be used to determine the Price Reduction Tiers, the Contract Price, Indigenous Price Adder (15%-50%), Indigenous Price Adder (Over 50%), Community Price Adder (15%-50%), Community Price Adder (Over 50%), Municipal Price Adder (15%-50%), Municipal Price Adder (Over 50%), Public Sector Entity Price Adder (15%-50%), or Public Sector Entity Price Adder (Over 50%) for a FIT Contract, differentiated by Renewable Fuel, Contract Capacity and other factors as determined by the Sponsor.
303. **Primary Contact** means the Natural Person whose identity and contact information is set out as the “Primary” contact type under the contact information heading in the Application Form, or as otherwise agreed as between the Sponsor and the Applicant in writing, acting reasonably.
304. **Prime Agricultural Areas** means a Property or Properties included in the definition of a “Prime agricultural area” in the 2014 Provincial Policy Statement issued by the Ontario Minister of Municipal Affairs and Housing under Section 3 of the *Planning Act*, RSO 1990, c P.13 as approved by the Lieutenant Governor in Council via Order in Council No. 107/2014.
305. **Principal Use** means, with respect to real property, the *bona fide* main or primary use of such real property, as distinguished from a secondary or accessory use.
306. **Prior Contract** has the meaning given to it in Section 2.1(c) of the FIT Rules.
307. **Priority Points** has the meaning given to it in Section 5.1(a) of the FIT Rules.
308. **Priority Points Table** has the meaning given to it in Figure 5.1 of the FIT Rules.
309. **Procurement Targets** has the meaning set out in Section 1.3 of the FIT Rules.
310. **Professional Engineer** means a “professional engineer” as defined in the *Professional Engineers Act*, RSO 1990, c P.28.
311. **Project** means a proposed Renewable Generating Facility described in an Application.
312. **Project Declaration** means in respect of a Project:
- (a) for a Community Investment Member, a Community Participation Project Declaration;
 - (b) for an Indigenous Community, an Indigenous Participation Project Declaration;

- (c) for a Municipality, a Municipal Participation Project Declaration; or
 - (d) for a Public Sector Entity, a Public Sector Entity Participation Project Declaration.
313. **Property** means a parcel or lot of real property as identified by a Property Identification Number or, in the absence thereof, by another legal description by lot and/or parcel number or similar legal description or by other appropriate description using metes and bounds or GPS coordinates. In the case of provincial Crown lands, **Property** means a Grid Cell.
314. **Property Identification Number** means the property identifier assigned to a property in accordance with the *Registry Act*, RSO 1990, c R.20, s 21(2) or in accordance with the *Land Titles Act* RSO 1990, c L.5, s 141(2).
315. **Property Owner** means, in respect of a Co-op Member, a Natural Person that:
- (a) for the purposes of an Application, as of the date two years prior to the Application Start Date in respect of the Application Period during which such Application is submitted, and at the date of such Application is and continuously has been, the registered owner of real property in a Municipality in which a Project described in such Application is (in whole or in part) located; or
 - (b) for the purposes of Section 17.2(i) of the FIT Contract, as of the date two years prior to the date of the certification required thereunder was and as at the date of such certification is and continuously has been, the registered owner of real property in a Municipality in which the Project or Facility is (in whole or in part) located,
- (for clarity, in the case of real property, or a Project, located in more than one Municipality, such real property or Project shall be deemed to be located in all such Municipalities for the purposes of this definition).
316. **Public Sector Entity** means a Person that is a School, College, University, Hospital, Long-Term Care Home, Public Transit Service Entity, or Metrolinx.
317. **Public Sector Entity Participation Level** means the percentage of the total Direct Economic Interest in an Applicant or a Supplier that is held by one or more Public Sector Entities, provided that and so long as an Applicant or a Supplier, as the case may be, is itself a Public Sector Entity, the applicable Public Sector Entity Participation Level shall be 100%.
318. **Public Sector Entity Participation Project** means a Project or a Facility, as the case may be, in respect of which;
- (a) the Public Sector Entity Participation Level is greater than or equal to 15%; or
 - (b) the Applicant or Supplier, as the case may be, is a Public Sector Entity.
319. **Public Sector Entity Participation Project Declaration** means, with respect to a Project or a Facility, (i) a statutory declaration in the Prescribed Form setting out the Public Sector Entity Participation Level of such Project or Facility, together with (ii) written evidence documenting such Public Sector Entity Participation Level that is to the satisfaction of the Sponsor.
320. **Public Sector Entity Price Adder** means a Public Sector Entity Price Adder (15%-50%), or a Public Sector Entity Price Adder (Over 50%).

321. **Public Sector Entity Price Adder (15%-50%)** means the amount in ¢/kWh paid to Public Sector Entity Participation Projects having a Public Sector Entity Participation Level between 15% and 50% (inclusive) as set out in the Price Schedule.
322. **Public Sector Entity Price Adder (Over 50%)** means the amount in ¢/kWh paid to Public Sector Entity Participation Projects having a Public Sector Entity Participation Level greater than 50% as set out in the Price Schedule.
323. **Public Sector Entity Site Host** means a Public Sector Entity that has, in respect of a Project or Facility, granted to the Applicant Access Rights to the Site, and the Public Sector Entity has, in relation to the Site, the following rights, alone or together with one or more other Public Sector Entities:
- (a) a fee simple;
 - (b) the equity of redemption to such real property;
 - (c) a power or right to grant, assign or exercise a power of appointment in respect of such real property;
 - (d) a lease to such real property or other right in the nature of an exclusive use to such real property for a period of greater than 21 years; or
 - (e) beneficial rights to possession or occupancy of such real property, for a period of greater than 21 years;
- and has held such rights continuously commencing not later than the Direction Date.
324. **Public Transit Service Entity** means a Person providing a “public transit service” as defined in O Reg 390/05, made under the *Employment Standards Act, 2000*, S.O. 2000, c 41.
325. **PV** means photovoltaic.
326. **Qualifying Member** means, in respect of a Community Investment Member, a Natural Person who is a Co-op Member and a Property Owner who has provided to the Sponsor the Co-op Member’s name, contact information, address and a certification that the Co-op Member is a Property Owner in respect of a Project or Facility, and the Co-op Member has provided the Co-op Member’s consent to the Co-op to disclose such information to the Sponsor for the purposes of the Application or FIT Contract, as the case may be.
327. **Qualifying Membership Declaration** means a form substantially in the Prescribed Form for a Qualifying Membership Declaration.
328. **Receiving Party** means, with respect to Confidential Information, the Party receiving Confidential Information and may be the Sponsor or the Supplier, as applicable.
329. **Registered Facility** has the meaning given to it in the IESO Market Rules.
330. **Regulatory Environmental Attributes** has the meaning given to it in Section 2.10(c) of the FIT Contract.
331. **Related Products** means all Capacity Products, Ancillary Services, transmission rights and any other products or services that may be provided by the Facility from time to time, excluding

Environmental Attributes produced by the Facility and any payments under the ecoENERGY for Renewable Power Program and any Federal Government Incentive Program for Renewable Power, that may be traded or sold in the *IESO-Administered Markets* or other markets, or otherwise sold, and which shall be deemed to include products and services for which no market may exist, such as capacity reserves.

332. **Renewable Biomass** has the meaning given to “biomass” in O Reg 160/99, made under the Electricity Act, but may also include supplementary non-renewable fuels other than coal used for start up, combustion, stabilization and low combustion zone temperatures, which shall be no more than ten per cent (10%) of the total fuel heat input in any calendar year for Electricity generation units with a Contract Capacity of 500 kW or less.
333. **Renewable Energy Approval** means the approval issued by the Ontario Ministry of the Environment and Climate Change under Section 47.3 of the *Environmental Protection Act*, RSO 1990, c E.19.
334. **Renewable Fuel** means On-Shore Wind, Solar (PV) (Rooftop), Solar (PV) (Non-Rooftop), Renewable Biomass, Biogas, landfill gas or waterpower.
335. **Renewable Generating Facility** means an Electricity generating facility located in Ontario which generates Electricity exclusively from a single Renewable Fuel and delivers that Electricity through its own meter (for clarity, “its own meter” means a meter not used by any other facility) in accordance with all Laws and Regulations to the IESO-Controlled Grid or a Distribution System.
336. **Replacement Provision(s)** has the meaning given to it in Section 1.8 of the FIT Contract.
337. **Representatives** means a Party’s directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents and those of its Affiliates and the agents and advisors of such Persons, and in respect of the Sponsor, includes any Connecting Authority. Prior to any assignment by the Sponsor, this definition shall also include the Government of Ontario, and its employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents.
338. **Request** has the meaning given to it in Exhibit C of the FIT Contract.
339. **Resident** means “ordinarily resident” as that expression has been judicially interpreted for the purposes of the ITA.
340. **Residential Cluster** means:
- (a) a group of five or more contiguously Abutting Residential Properties, where each such Residential Property Abuts at least one other such Residential Property, and where each such Residential Property is no more than two hectares in area; or
 - (b) a Property of any size that has as one of its Lawfully Permitted Uses a building or portion thereof designed to have three or more dwelling units.
341. **Residential Property** means a Property on which Residential Uses are Lawfully Permitted Uses.
342. **Residential Uses** means uses of real property *bona fide* used, designed or intended to be used for the purpose of living accommodation for one or more persons.

343. **Retail Settlement Code** means the code established and approved by the OEB, governing the determination of financial settlement costs for Electricity retailers, consumers, distributors and generators.
344. **Rooftop Portfolio** means multiple FIT Contracts in respect of multiple Rooftop Solar Facilities on Existing Buildings whose aggregate Contract Capacity is greater than 15 MW, the Application Forms in respect of which were duly submitted during the same Application Period by the same Applicant, and designated as such in writing by the Sponsor in accordance with the procedure set out in Section 2.5(c) of the FIT Contract.
345. **Rooftop Solar Facility** means a solar (PV) Renewable Generating Facility that is integrated into, structurally connected to or forms part of the wall facing, roof, cover, or other architectural element that forms part of a permanent Existing Building or Unconstructed Building, as the case may be. For greater clarity, where the load-bearing elements of a solar (PV) Renewable Generating Facility are independent of or not supporting the permanent Existing Building or Unconstructed Building, this structure would be considered a **Non-Rooftop Solar Facility**.
346. **Rooftop Solar Project** means a proposed Rooftop Solar Facility.
347. **Rural-Residential Lands** means a Property or Properties included in the definition of “Rural lands” in the 2014 Provincial Policy Statement issued by the Ontario Minister of Municipal Affairs and Housing under Section 3 of the *Planning Act*, RSO 1990, c P.13 as approved by the Lieutenant Governor in Council via Order in Council No. 107/2014 that, for clarity, excludes Prime Agricultural Areas and Settlement Areas, and on which Residential Uses and at least one other type of use are permitted by law to be the Principal Use of such Property or Properties.
348. **Sales Taxes** means the HST.
349. **School** means a school, secondary school, school board or school authority that is not a “private school”, each of which is defined and governed by the *Education Act*, RSO 1990, c E.2.
350. **Screening and Setback Certificate** has the meaning given to it in Section 2.4(d)(v) of the FIT Contract.
351. **Screening and Setback Reports** has the meaning given to it in Section 2.6(a)(vi) of the FIT Contract.
352. **Second Period Future Performance Security** has the meaning given to it in Section 5.2(b) of the FIT Contract.
353. **Secondary Contact** means the Natural Person whose identity and contact information is set out under the contact information heading in the Application Form and does not have the contact type “Owner” or “Primary”, or as otherwise agreed as between the Sponsor and the Applicant in writing, acting reasonably.
354. **Secured Lender** means the lender(s) under a Secured Lender’s Security Agreement.
355. **Secured Lender’s Security Agreement** means an agreement or instrument, including a deed of trust or similar instrument securing bonds or debentures, containing a charge, mortgage, pledge, security interest, assignment, sublease, deed of trust or similar instrument with respect to:
- (a) all or any part of the Supplier’s Interest granted by the Supplier; or

- (b) in the case of shares or partnership interests in the capital of the Supplier, a security interest therein granted by the direct owner thereof;

that is security for any indebtedness, liability or obligation of the Supplier, together with any amendment, change, supplement, restatement, extension, renewal or modification thereof.

356. **Senior Conference** has the meaning given to it in Section 15.1 of the FIT Contract.
357. **Senior Debt** means senior indebtedness funded under the Lending Agreements by the Senior Lenders to the Supplier which is used or provided for use directly and exclusively for purposes of financing the Project.
358. **Senior Debt Amount** means, at any time, the then outstanding principal amount of the Senior Debt, together with all interest accrued thereon at that time, provided that at any time where any portion of the interest payable to the Senior Lenders is subject to Hedging Agreement(s), accrued interest in respect of such portion of the interest payable to the Senior Lenders shall be calculated based on the fixed rate payable by Supplier under the Hedging Agreement(s) without regard to whether such fixed rate is payable directly to a Senior Lender or to the Hedge Provider(s) under the Hedging Agreement(s) and all references to interest payable to the Senior Lenders under this Agreement shall be construed accordingly. For greater certainty, the Senior Debt Amount excludes the Senior Debt Makewhole.
359. **Senior Debt Makewhole** means, at any time, any amount (other than the Senior Debt Amount) then due and payable to the Senior Lenders under the Lending Agreements, including any “make whole” payments, or Hedging Agreements or interest rate termination or breakage payments (less any applicable termination or breakage benefits) and all other fees, costs and expenses reasonably and properly incurred which the Supplier is obligated to pay to the Senior Lenders pursuant to the Lending Agreements.
360. **Senior Lenders** means the lenders and Hedge Providers (and any administrative agent, collateral agent, trustee or person in a similar capacity for such lenders or Hedge Providers) named or otherwise identified as the senior lenders or Hedge Providers in the Lending Agreements and excludes any Affiliate of Supplier or Equity Holder and other Persons not at Arm’s Length to Supplier or Equity Holder.
361. **Setback** means, in respect of an External Boundary on a Property on which a Site is located, in whole or in part, the shortest horizontal distance between: (i) the Generating Equipment; and (ii) any transformers and inverters located on the Site and such External Boundary.
362. **Setback Requirements** has the meaning given to it in Section 1.3 of Exhibit “A”, Type 6 of the FIT Contract.
363. **Settlement Areas** means a Property or Properties included in the definition of “Settlement area” in the 2014 Provincial Policy Statement issued by the Ontario Minister of Municipal Affairs and Housing under Section 3 of the *Planning Act*, RSO 1990, c P.13 as approved by the Lieutenant Governor in Council via Order in Council No. 107/2014.
364. **Settlement Period** has the meaning given to it in Section 4.2(b) or Section 4.3(c) of the FIT Contract, as applicable.
365. **Site** means, in respect of a Project or a Facility, the real property on, over, in or under which the Project or Facility is, or is to be, situated, as such real property is identified in the Application and in the FIT Contract and which may be located in whole or in part on a Property or multiple

Properties, provided real property on which the Connection Line (but not the rest of the Facility) is located shall be excluded from the “Site”. With respect to Unconstructed Buildings, prior to the Commercial Operation Date the Site includes, at minimum, the real property on which the Unconstructed Building is to be built, is being built, or is built, as the case may be, as well as the Unconstructed Building itself, in its entirety.

- 366. **Site-Specific Losses** means Electricity losses due to line resistance, the operation of transformers and switches, and other associated losses of Electricity generated by the Facility which may occur as a result of the difference between the location of the meter and the Connection Point, as determined pursuant to loss factors applied in accordance with the Retail Settlement Code and other applicable regulatory instruments.
- 367. **Small FIT Facility** means a “capacity allocation exempt small embedded generation facility” as defined in the Distribution System Code.
- 368. **Small FIT Project** means a proposed Small FIT Facility.
- 369. **Solar (PV) Facility** means a Rooftop Solar Facility or a Non-Rooftop Solar Facility.
- 370. **Solar (PV) (Non-Rooftop)** means the renewable fuel used by a Non-Rooftop Solar Facility.
- 371. **Solar (PV) Project** means a proposed Solar (PV) Facility.
- 372. **Solar (PV) (Rooftop)** means the renewable fuel used by a Rooftop Solar Facility.
- 373. **Special Purpose Entity** means a Person other than a natural Person whose special or sole purpose is ownership, direct or indirect, of one or more Pre-COD Facilities. The special purpose of a Person shall not be considered to be the ownership, direct or indirect, of one or more Pre-COD Facilities where, at such time, the total nameplate capacity of, (a) all Pre-COD Facilities owned, directly or indirectly, by such Person multiplied by the per cent equity interest that such Person holds in each such Pre-COD Facility, is less than fifty per cent (50%) of the total nameplate capacity of, (b) all Electricity generating facilities that have reached commercial operation and continue in operation owned, directly or indirectly, by such Person, multiplied by the per cent equity interest that such Person holds in each such Electricity generating facility.
- 374. **Specialty Crop Areas** has the meaning given to it in the 2014 Provincial Policy Statement issued by the Ontario Minister of Municipal Affairs and Housing under Section 3 of the *Planning Act*, RSO 1990, c P.13 as approved by the Lieutenant Governor in Council via Order in Council No. 107/2014.
- 375. **Sponsor** means the Independent Electricity System Operator of Ontario established under Part II of the Electricity Act, and its successors and assigns.
- 376. **Sponsor Event of Default** has the meaning given to it in Section 9.3 of the FIT Contract.
- 377. **Sponsor Statement** has the meaning given to it in Section 11.2(g) of the FIT Contract.
- 378. **Standard Definitions** means these definitions which are applicable and appended to the FIT Rules and the FIT Contract.
- 379. **Standard Offer Contract** means a contract issued in connection with a program offered by the Sponsor in which Electricity generating facilities that qualify under specified program rules are

offered a standard form of agreement with the Sponsor for the development and/or operation of a generating facility, or any other program that the Sponsor may so designate at its sole and absolute discretion, as each such program may be amended from time to time.

380. **Statement** has the meaning given to it in Section 4.2(b) or 4.3(c) of the FIT Contract, as applicable.
381. **Station Service Loads** means the Electricity used for excitation and on-site maintenance and operation of power generation facilities, including auxiliary facilities, but excludes energy consumed in association with activities which could be ceased or moved to other locations without impeding the normal and safe operation of the Facility.
382. **Stop Work Notice** means a direction from the Sponsor to the Supplier to refrain from commencing, or allowing any third party to commence, and to cease, or cause any third party to cease, the development, construction and operation of the Project or any part thereof.
383. **Subcontractor** means a third party that has been retained by the Supplier, or another Subcontractor, through a written contract to provide goods or services directly that are directly related to the development or construction of the Project, and for clarity includes the EPC Contractor.
384. **Subcontractor Losses** means the amount reasonably and properly payable by the Supplier to a Subcontractor under the terms of the relevant subcontract as a direct result of an Optional Termination (including any reasonable commercial breakage fee), provided that such amount shall be reduced to the extent that the Supplier or any Subcontractor fails to take commercially reasonable steps to mitigate such amount; provided that no account shall be taken of any liabilities and obligations of the Supplier to any Subcontractor arising out of:
- (a) any loss of overhead or profit of such Subcontractor relating to any period or costs after the Termination Date (save to the extent the same are properly included in any reasonable commercial breakage fee);
 - (b) agreements or arrangements entered into by the Supplier or any Subcontractor to the extent that such agreements or arrangements were not entered into in connection with those parties' obligations in relation to the Project; or
 - (c) agreements or arrangements entered into by the Supplier or any Subcontractor other than in the ordinary course of business and on commercial Arm's Length terms, save to the extent that amounts would have arisen if such agreements or arrangements had been entered into in the ordinary course of business and on commercial Arm's Length terms.
385. **Supplier** means the Person identified as the supplier on the FIT Contract Cover Page, and, as applicable, its heirs, estate trustees, personal and legal representatives, successors and permitted assigns.
386. **Supplier Event of Default** has the meaning given to it in Section 9.1 of the FIT Contract.
387. **Supplier's Economics** means the net present value of the revenues from the Hourly Delivered Electricity and Related Products in respect of the Facility that are reasonably forecast to be earned by a Supplier, net of any costs that such Supplier would reasonably be expected to incur in respect of the Facility, and taking into account any Commercially Reasonable Efforts the Supplier is reasonably expected to take to mitigate the effect of any IESO Market Rule amendments or Discriminatory Actions, such as by mitigating operating expenses and normal

capital expenditures of the business of the generation and delivery of the Hourly Delivered Electricity and Related Products in respect of the Facility.

388. **Supplier's Interest** means the right, title and interest of the Supplier in or to the Facility and the FIT Contract or any benefit or advantage of any of the foregoing.
389. **System Operator** means the Independent Electricity System Operator of Ontario established under Part II of the Electricity Act, and its successors and assigns, acting pursuant to its authority to make, administer and enforce the IESO Market Rules.
390. **Taxes** means all *ad valorem*, property, occupation, severance, production, governmental charges, utility, gross production, gross receipts, HST, value-added, sales, stamp, use, excise, levies, countervailing, anti-dumping and special import measures, imposts, duties including customs' duties, fees, withholdings, assessments, premiums, deductions, taxes based on profits, net income or net worth and any other taxes or charges whatsoever, whether directly or indirectly imposed, assessed, levied or collected by any Governmental Authority, together with interest thereon and penalties with respect thereto.
391. **Term** has the meaning given to it in Section 8.1(b) of the FIT Contract.
392. **Terminate** means, with respect to an Application, the termination, rejection, discharge and release of the Application and all rights of the Applicant (if any), and all obligations of the Sponsor (if any) to the Applicant, in respect of or arising out of the Application, including Time Stamp, Priority Points and ranking. **Terminated**, **Termination** and **Terminating** shall have corresponding meanings.
393. **Termination Date** means the date on which the FIT Contract terminates as a result of an early termination of the FIT Contract in accordance with its provisions.
394. **Time Stamp** means the official record of the date and time that the Application is received by the Sponsor.
395. **Total Contract Price** or **TCP** means the Contract Price plus any Price Adder, as applicable.
396. **Transformer Station** means a facility where voltage is reduced from a higher value to a lower value (e.g. 230 kV to 44 kV) or increased from a lower value to a higher value (e.g. 44 kV to 230 kV) and includes any structures, equipment or other things associated therewith.
397. **Transmission Availability Test** or **TAT** means the process set out in Section 6.4 of the FIT Rules.
398. **Transmission System** means a system for conveying Electricity at voltages of more than 50 kilovolts and includes any structures, equipment or other things used for that purpose.
399. **Transmission System Code** means the "Transmission System Code" established and approved by the OEB, which, among other things, establishes the obligations of a Transmitter with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for the IESO-Controlled Grid.
400. **Transmitter** means a Person licensed as a "transmitter" by the OEB in connection with a Transmission System.

401. ***Unconstructed Building*** means, at any time, a building, proposed building or addition to a building, each of which must be or designed to be fully enclosed by walls, a roof and a concrete foundation, and:
- (a) that has been designed to be used for the purpose of providing enclosure, shelter or protection to people or property, provided that one of its main purposes is not to support a solar power installation or to provide shelter from the sun (an Unconstructed Building will be considered to have a main purpose of supporting a solar power installation or providing shelter from the sun where the building or part of that building would not reasonably be constructed in the absence of the solar (PV) Renewable Generating Facility); and
 - (b) that is not a Farm Building that is or will be less than 930 m² (10,000 ft²) as measured from the interior walls; and
- either:
- (c) is subject to the building permitting authority of a Municipality and as at the Application Date has not yet received a final occupancy permit from the Municipality or Local Municipality in which it is located but will receive a final occupancy permit upon completion of construction and before Commercial Operation, or
 - (d) is not subject to the building permitting authority of a Municipality and as at the Application Date is not yet sufficiently completed to be eligible to receive a final occupancy permit had such permit been required, but would be entitled to receive such permit, if it had been required, upon completion of construction and before Commercial Operation.
402. ***University*** means one of the following universities: Algoma University, Brock University, Carleton University, College of the Dominican or Friar Preachers of Ottawa, University of Guelph, Lakehead University, Laurentian University, McMaster University, Nipissing University, Ontario College of Art & Design University, University of Ontario Institute of Technology, University of Ottawa, Queen's University, Royal Military College of Canada, Ryerson University, University of Toronto, Trent University, University of Waterloo, University of Western Ontario, Wilfrid Laurier University, University of Windsor, or York University.
403. ***Upgrade*** means the refurbishment or replacement of Generating Equipment at a Renewable Generating Facility or a proposed Renewable Generating Facility that is the subject of an existing contract with the Sponsor or OEFC with equipment which provides better or improved performance, but which does not constitute an Expansion.
404. ***Visual Screening Requirements*** means, commencing on or before the Commercial Operation Date and during the Term, the requirements contained in the document entitled "Feed-in Tariff Visual Screening Requirements for Non-Rooftop Solar Facilities" as posted on the Website from time to time, and in force or applicable as at the Contract Date and attached to the FIT Contract as Exhibit D.
405. ***Waterpower Declaration*** means a declaration in the Prescribed Form setting out the ownership status of any lands associated with proposed waterpower Projects, including the beds and banks of water bodies.

406. **Waterpower Rights** means, with respect to a Facility utilizing waterpower for its Renewable Fuel, (i) any “Waterpower Lease” or “Licence of Occupation” entered into with Her Majesty the Queen in right of Ontario, as represented by the Minister of Natural Resources and Forestry; (ii) any “Federal Licence” entered into with Her Majesty the Queen in right of Canada, as represented by the Minister of the Environment for the purposes of Parks Canada; or (iii) any substantially equivalent Governmental Approval.
407. **Waterpower Site Number** means the five character MNRF identifier of a waterpower Project or Facility as set by the MNRF and as noted on its “Renewable Energy Atlas” website located at <http://www.giscoeapp.lrc.gov.on.ca/REA/Renewable.html?site=REA&viewer=REA&locale=en-US>.
408. **Website** means the Sponsor’s Renewable Energy Feed-In Tariff Program website at “<http://fit.powerauthority.on.ca>” or such other website as the Sponsor shall designate from time to time.