

Great Lakes Power

<insert company name> <insert project name>

System Impact Assessment (SIA)/Customer Impact Assessment (CIA) Agreement

<insert company name> (the "Customer") has requested and Great Lakes Power Transmission LP ("GLPT") has agreed to perform the Work described below associated with the IESO SIA and GLPT CIA processes associated with the Customer's *<insert project name>* (the "Proposed Project") which includes *<short description of the project>* and to undertake the Work (as defined below), under the Standard Terms and Conditions attached to this agreement as Schedule A and the Confidentiality Terms attached to this agreement as Schedule B and both forming a part hereof (the "Agreement") dated _____.

Scope of Work (the "Work")

GLPT will:

- i) Interface with the IESO and Customer (or their representative) as part of the IESO SIA process including review of application information, study results and comment on the draft IESO SIA Reports.
- ii) Conduct a Protection Impact Assessment (PIA) as requested by the IESO as part of its SIA process.
- iii) Conduct a detailed short circuit study based on the final Customer's Proposed Project as described in the IESO SIA application. Data will be prepared for use in the CIA process and IESO SIA process.
- iv) Undertake a CIA process and forward a final report to the Customer and the IESO including:
 - Complete the studies necessary as part of the CIA process
 - Prepare a draft CIA report and letters to effected customers
 - Deal with any inquiries and concerns from the effected customers
 - Prepare a final CIA report with customer feedback and letters to customers

The Customer Will:

The Customer will provide timely data to the IESO and GLPT about the project which is required by GLPT to undertake any of the Work. Delay in providing the data could affect the Service Guarantee Clock (SGC) dates established by the IESO with GLPT input.

Completion Dates:

Will be established based on the FIT Renewable Energy Generation Service Guarantee Clock (SGC) dates established by the IESO with GLPT input.

Great Lakes Power

Costs:

GLPT estimates that the total cost of the Work is \$ 25,000 (plus applicable taxes).

The Customer understands that this is just an estimate and that the Customer is responsible for the Actual Cost (plus applicable taxes) of performing the Work less the amount of the deposit specified below.

Within 60 days after the completion of the Work described above or cancellation of the Proposed Project, GLPT shall provide the Customer with a final invoice or credit memorandum which shall indicate whether the amounts already paid by the Customer exceed or are less than the Actual Cost of the Work. Any difference between the Actual Cost (plus applicable taxes) and the amount already paid by the Customer shall be paid within 30 days after the rendering of the said final invoice or credit memorandum, by GLPT to the Customer, if the amount already paid by the Customer exceeds the Actual Cost (plus applicable taxes), or by the Customer to GLPT, if the amount already paid by the Customer is less than the Actual Cost (plus applicable taxes specified above).

"**Actual Cost**" means GLPT's charge for equipment, labour and materials at GLPT's standard rates plus GLPT's standard overheads and interest thereon.

All overdue amounts that are outstanding for longer than 30 days shall bear interest at 18% per annum.

Customer Deposit:

The Customer has provided GLPT with a deposit of \$15,000 as part of submitting an application form to the IESO entitled "Renewable Energy Generation Facility Application to Request a Connection Assessment" received by the IESO on *<insert date>*.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above.

GREAT LAKES POWER TRANSMISSION LP

<INSERT COMPANY NAME>

Name: **Andy McPhee**
Title: **Vice President & General Manager**
Great Lakes Power Transmission LP

Name:
Title:

I have the authority to bind the corporation

I have the authority to bind the corporation

SCHEDULE A – STUDY AGREEMENT STANDARD TERMS & CONDITIONS

1. In the Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words shall have the following meanings:

“Applicable Laws” means any and all applicable laws, including environmental laws, statutes, codes, licensing requirements, treaties, directives, rules, regulations, protocols, policies, by-laws, orders, injunctions, rulings awards, judgments or decrees or any requirement or decision or agreement with or by any governmental or governmental department, commission board, court authority or agency; including, but not limited to, the requirements of the *Electrical Safety Code*, the Ontario Market Rules, GLPT’s Transmission License and the Ontario Energy Board.

“Work” means the work to be conducted in accordance with the scope of work specified in the Agreement and in accordance with these terms and conditions.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry in North America during the relevant time period, or any of the practices methods and acts which , in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good utility practice is not intended to be limited to optimum practice, method or act to the exclusion of all others, but rather to include all practices, methods or acts generally accepted in North America.

“Material” means equipment that GLPT must purchase early in the connections process, because of long lead times for delivery, that will be needed for construction or modification of GLPT facilities to connect the Customer.

“Transmission System Code” means the code of standards and requirements issued by the OEB on July 25, 2005, as it may be amended from time to time, setting forth mandatory terms, conditions and obligations regarding connections between the facilities of distributors, the facilities of transmission customers connected directly to the transmission system and the facilities of transmitters in accordance with the requirements of the *Ontario Energy Board Act, 1998*

2. The parties shall perform their respective obligations outlined in the Agreement in a manner consistent with Good Utility Practice, in compliance with all Applicable Laws and using duly qualified and experienced people.
3. In order for GLPT to conduct the Work, the Customer, at its own cost and expense, shall complete the Customer Work specified in the Agreement by the due dates indicated therein.
4. GLPT shall complete the work by no later than the completion date specified in the Agreement by the due dates indicated therein.
5. Should the Customer make any changes to any information provided as part of the Customer Work pursuant to Section 3 above after GLPT has commenced the Work and those changes result in an increase in the cost of or the time required for GLPT performance of the terms of the agreement or otherwise affect any other provision of the Agreement, GLPT may equitably increase its compensations specified in the Agreement, using the same hourly rates and overheads that were used by GLPT to calculate the amount referred to in the Agreement, and GLPT, acting reasonably, may amend any other provision of the Agreement which is thereby directly affected.
6. The Customer acknowledges and agrees that:
 - a. if the Proposed Project proceeds, the IESO is the entity that would approve the

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- connection of the Proposed Project. If the Proposed Project is not approved and requires modification or revision that require further study then a new agreement will need to be signed before proceeding with any additional work;
- b. should the Proposed Project proceed, a new Agreement (including agreement as to any cost of GLPT) must be executed by the Customer and GLPT in the event that further study or analysis is required or a detailed estimate of GLPT connection costs is requested to be performed by GLPT and a Connection and Cost Recovery Agreement (the “CCRA”) must be executed by the Customer and GLPT to address the terms and conditions of GLPT performing the work required to provide for the connection of the Proposed Project. The CCRA must be executed prior to GLPT initiating any construction or modifications to GLPT’s facilities, or purchasing of any equipment other than the Material;
 - c. The Customer is responsible for submitting an application to the IESO as required for approval of the connection of the Proposed Project, unless GLPT will own the new facilities connecting to the existing GLPT Transmission System, in which case GLPT will submit the application to the IESO;
 - d. All right, title and interest, including copyright ownership, to all information and material of any kind whatsoever (including, but not limited to the work product developed as part of the Work) that may be developed, conceived and/or produced by GLPT during the performance of the Agreement is the property of GLPT and the Customer shall not do any act that may compromise or diminishes GLPT’s interest as aforesaid; and
7. If the Customer does execute the aforementioned CCRA and the Customer is not a generator, the amount(s) paid by the Customer for the Work shall be credited towards any of the costs of the connection of the Proposed Project that cannot be recovered through revenue guarantees as capital contributions made by the Customer or refunded if the costs of the Proposed Project are supported by the revenue guarantees.
 8. Except as provided herein, GLPT makes no representation or warranty, express, implied statutory or otherwise, including, but not limited to, any representation or warranty as to the merchantability or fitness of the Work or any part thereof for a particular purpose.
 9.
 - a. GLPT shall be liable to the Customer only for damages that arise directly out of the negligence or the willful misconduct of GLPT in meeting its obligations under the Agreement or under any Applicable Laws.
 - b. Notwithstanding the foregoing, GLPT shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including by not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.
 - c. In any event, the total liability of GLPT to the Customer for any claim for damages will not exceed the Cost of the Work.
 - d. This section 9 shall survive the termination of the Agreement.
 10.
 - a. Neither party shall be considered to be in default in the performance of its obligations under the Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause existing or future, which is beyond the reasonable control of, and not a result of the fault or negligence of, the affected party (“Force Majeure”) and includes, but is not limited to, strikes, lockouts and any other labour disturbances.
 - b. If a party is prevented or delayed in the performance of any such obligation by Force Majeure, such party shall immediately provide notice to the other

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party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by the Force Majeure shall endeavor to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable, except that there shall be no obligation on the party so affected by the Force Majeure where the event of Force Majeure is a strike, lockout or other labour disturbance.

fulfill its intent to the extent permitted by the CODE or any Order of the Ontario Energy Board. If the CODE or any order of the Ontario Energy Board disallows or renders invalid all or a portion of the agreement, then the agreement or that portion disallowed or rendered invalid shall have no further force and effect. In the event of the foregoing GLPT will be paid for all work performed to the date of any such revision or amendment to the CODE or Order of the Ontario Energy Board.

11. No amendment, modification or supplement to the Agreement or any waiver shall be valid or binding unless set out in writing and executed by the parties with the same degree of formality as the execution of the Agreement.
12. The Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein, and the courts of Ontario shall have exclusive jurisdiction to determine all disputes arising out of the Agreement.
13. The agreement may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.
14. Each of the Parties hereto agrees to be bound by the terms of SCHEDULE "B" hereto.
15. The Parties agree that this agreement is subject to the Transmission System Code (the "Code") and any amendments made thereto by the Ontario Energy Board. The Parties further agree that in the event the Code as revised, amended and said revision and amendment affects the terms and conditions, either in respect of validity or intent, then the Parties agree to negotiate any necessary changes to this agreement to provide for its validity or to

SCHEDULE B – CONFIDENTIALITY TERMS

1. For the purposes of the SCHEDULE “B”, the following definitions will apply:

- a) **“Confidential Information”** means all information whether transmitted orally, electronically or in written form, relating to the Proposed Project which a party or its Representatives may receive or have received in the course of the Work and any work performed under a CCRA in the future and which contain or otherwise disclose information which the other party reasonable claims as confidential or proprietary, including, but not limited to, GLPT’s transmission system design and system specifications.
- b) **“Person”** shall include individuals, trusts, partnerships, firms and corporation or any other legal entity.
- c) **“Representative”** means (i) a person controlling or controlled by or under common control of a party and each of the respective directors, officers, employees and independent contractors of a party and such party’s Representative, (ii) any consultants, agents or legal, financial or professional advisors of a party or such party’s Representative and (iii) in the case of Generator, any institution providing or considering providing financing for the Generator asset, including such institutions directors, officers, employees and independent contractors or its consultants, agents or legal, financial or professional advisors.

2. Disclosure of Confidential Information

Pursuant to the terms and conditions contained herein, a party may disclose Confidential Information to the other party solely for the purpose of the Proposed Project of the Work. Notwithstanding such disclosure the Confidential Information shall remain the sole and exclusive property of the disclosing party and as such shall be maintained in confidence by the receiving party using the same care and discretion to avoid disclosure as the receiving party uses with its own similar information that it does not wish to disclose. The receiving party may disclose Confidential Information to its

Representatives pursuant to Section 4 below but may not use or disclose it to others without the disclosing party’s prior written consent. Notwithstanding the generality of the foregoing, all intellectual property rights which may subsists in the Confidential Information shall remain with the disclosing party. The receiving party shall not use the confidential information for any purposes other than the Proposed Project or the Work without the disclosing party’s prior written consent.

3. Information that is not Confidential

Confidential Information shall not include information which:

- a) is previously known to or lawfully in the possession of the receiving party prior to the date of disclosure as evidenced by the receiving party’s written record;
- b) is independently known to or discovered by the receiving party, without any reference to the Confidential Information;
- c) is obtained by the receiving party from an arm’s length third party having a bona fide right to disclose same and who was not otherwise under an obligation or confidence or fiduciary duty to the disclosing party or its Representatives;
- d) is or becomes publicly available through no fault or omission of, or breach of this SCHEDULE “B” by, the receiving party or its Representatives;
- e) is disclosed by the disclosing party to another entity without obligation of confidentiality; or
- f) is required to be disclosed on a non-confidential basis pursuant to a judicial or governmental order or other legal process as described in Section 6 or as set forth in Section 5.
- g) The Customer Impact Assessment report marked by GLPT for release to Public.

4. Disclosure to Representatives

Confidential Information shall only be disclosed to Representatives who need to know the Confidential Information for the purposes of the Proposed Project or the

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Work. Except in the case of officers, directors or employees, Confidential Information may only be disclosed to Representatives where the receiving party has an agreement in place with those Representatives sufficient to obligate them to treat the Confidential Information in accordance with the terms hereof. The receiving party hereby specifically acknowledges that it shall be solely responsible to ensure that its representatives comply with the terms of the SCHEDULE “B” and that the receiving party shall defend, indemnify and hold harmless the disclosing party from and against all suits, actions, damages, claims and costs arising out of any breach of the SCHEDULE “B” by the receiving party or any of its Representatives.

5. Compelled Disclosure

In the event that a receiving party, or anyone to whom a receiving party transmits Confidential Information pursuant to the Schedule “B” or otherwise, becomes legally compelled to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt notice so that the disclosing party may seek injunctive relief or other appropriate remedies. In the event that both parties are unable to prevent the further transmission of the Confidential Information, the receiving party will, or will use reasonable efforts to cause such person to whom the receiving party transmitted the Confidential Information to furnish only that portion of the Confidential Information, which the receiving party is advised by written opinion of counsel is legally required to be furnished by the receiving party, to such person exercise reasonable efforts to obtain assurances that confidential treatment will be afforded to that portion of the Confidential Information so furnished.

6. Records with respect to Confidential Information

The receiving party shall keep all written or electronic confidential information furnished to or created by it. All such Confidential Information, including that portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by the receiving party or by its Representatives, is the disclosing party’s property and will be returned immediately to the disclosing party or destroyed upon its request and the receiving party agrees not to retain any copies, extracts or other reproductions in whole or in part. If a receiving party does not receive a request to return Confidential Information to the disclosing party within six months of the last communication between the parties concerning the Proposed Project or the Work then the receiving party shall destroy any Confidential Information it holds.

Notwithstanding the foregoing and provided that the Proposed Project is connected to GLPT’s transmission system, GLPT shall have the right to retain such electrical information concerning the Proposed Project that it has received from the Generator or its Representatives for the purpose of GLPT making the required calculations and decision related to the design, operation, and maintenance of GLPT’s facilities and those for any other person that may connect or is considering connecting to GLPT’s transmission system that could be impacted by the Proposed Project.

7. Remedies

The receiving party agrees that the disclosing party would be irreparably injured by a breach of the SCHEDULE “B” and that the disclosing party shall be entitled to equitable relief, including a restraining order, injunctive relief, specific performance and/or other relief as may granted by a court to prevent breaches of this SCHEDULE “B” and to enforce

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specifically the terms and provision hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which the disclosing party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of the SCHEDULE “B” but shall be in addition to other remedies available at law or equity.

8. Term

This agreement shall be effective as of the date of this Agreement and shall remain in force and effect for a period of five (5) years thereafter, unless modified by further written agreement of the parties.

TEMPLATE