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 Community*** has the meaning given to it in Section 9.1 of the FIT Rules.

2. ***Aboriginal Participation Level*** has the meaning given to it in Section 9.1 of the FIT Rules.

3. ***Aboriginal Participation Project*** has the meaning given to it in Section 9.1 of the FIT Rules.

4. ***Aboriginal Participation Project Declaration*** means, with respect to a Project or a Contract Facility, (i) a statutory declaration in the Prescribed Form setting out the Aboriginal Participation Level of such Project or Contract Facility, together with (ii) written evidence documenting such Aboriginal Participation Level that is to the satisfaction of the OPA, acting reasonably.

5. ***Aboriginal Price Adder*** has the meaning given to it in Section 9.1 of the FIT Rules.

6. ***Access Rights*** means, in respect of a Project, either title to or rights of access to the Location, sufficient to build, operate and maintain the Project, enforceable by contract for the term of the FIT Contract. Such contractual rights may include a lease, option, letter of intent, memorandum of understanding or other grant conditional only on (i) the Applicant entering into the FIT Contract and (ii) the Supplier under the FIT Contract being issued Notice to Proceed, which shall in any case be satisfactory to the OPA in its sole discretion.

7. ***Additional Contract Payment*** has the meaning given to it, if any, in Exhibit B to the FIT Contract.

8. ***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.

9. ***Agreement*** has the meaning given to it on the FIT Contract Cover Page.

10. ***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.

11. ***Ancillary Service*** has the meaning given to it in the IESO Market Rules.

12. ***Applicant*** means a Person submitting an Application to participate in the FIT Program.

13. ***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.

14. ***Application*** means an application submitted in response to the FIT Program in respect of the construction, development and operation of a Project 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 and accepted by the OPA.

15. ***Application Fee*** has the meaning given to it in Section 3.1(a) of the FIT Rules.

16. ***Application Security*** has the meaning given to it in Section 3.1(b) of the FIT Rules.

17. ***Approved Incremental Costs*** has the meaning given to it in Exhibit B of the FIT Contract.

18. ***Arbitration Panel*** has the meaning given to it in Exhibit E of the FIT Contract.

19. ***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.

20. ***Associated 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 the MV-Web.

21. ***Automatic NTP Facility*** means a Facility designated as such by the OPA, for which the OPA cannot issue an NTP Deferral Notice, and that is identified as such on the FIT Contract Cover Page.

22. ***Base Date*** means the date set out on the FIT Contract Cover Page that is the effective date of the Price Schedule used to determine the Contract Price.

23. ***Behind-the-Meter Facility*** means a Renewable 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.

24. ***Biodiesel*** means the mono-alkyl esters of fatty acids derived from vegetable oils or animal fats.

25. ***Bio-fuel*** means a liquid fuel or product made solely from Renewable Biomass and includes ethanol, Biodiesel and the direct utilization of vegetable oils or animal fats.

26. ***Bio-gas*** means a gaseous fuel or product made solely from Renewable Biomass and, for greater certainty, includes gaseous output from anaerobic digestion of Source Separated Organics, livestock manure, energy crops, livestock feed ingredients, food and feed processing by-products, off-specification food and feed materials and organic by-products from Bio-fuel production.

27. ***Business Day*** means any day that is not a Saturday, a Sunday, or a legal holiday in the Province of Ontario.

28. ***Canada Land Inventory Class 1 Lands*** means the lands designated as "Class 1" pursuant to the Canada Land Inventory Program.

29. ***Canada Land Inventory Class 2 Lands*** means the lands designated as "Class 2" pursuant to the Canada Land Inventory Program.

30. ***Canada Land Inventory Class 3 Lands*** means the lands designated as "Class 3" pursuant to the Canada Land Inventory Program.

31. ***Canada Land Inventory Program*** means the program creating a comprehensive multi-disciplinary land inventory of rural Canada, covering over 2.5 million square kilometres of land and water initiated by the Government of Canada in 1963 under the *Agricultural and Rural Development Act* (Canada) and currently administered by Natural Resources Canada and accessible via the public website http://geogratis.cgdi.gc.ca.

32. ***Capacity Allocation Exempt Facility*** means either a "capacity allocation exempt small embedded generation facility" or a "micro-embedded generation facility", as such terms are defined in the Distribution System Code.

33. ***Capacity Products*** means any products related to the rated, continuous load-carrying capability of a Contract Facility to generate and Deliver Electricity at a given time.

34. ***Cents*** or ¢ means hundredths of a Dollar.

35. ***Claim*** means a claim or cause of action in contract, in tort, under any Laws and Regulations, or otherwise.

36. ***Class 3 Available Lands*** means those Canada Land Inventory Class 3 Lands that are designated by the OPA on the Website from time to time as being eligible to be the subject of future Applications.

37. ***Commercial Operation*** has the meaning given to it in Section 2.6(a) of the FIT Contract.

38. ***Commercial Operation Date*** means the date on which Commercial Operation is first attained.

39. ***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.

40. ***Community Investment Members*** has the meaning given to it in Section 9.1 of the FIT Rules.

41. ***Community Participation Level*** has the meaning given to it in Section 9.1 of the FIT Rules.

42. ***Community Participation Project*** has the meaning given to it in Section 9.1 of the FIT Rules.

43. ***Community Participation Project Declaration*** means, with respect to a Project or a Contract Facility, (i) a statutory declaration in the Prescribed Form setting out the Community Participation Level of such Project or Contract Facility, together with (ii) written evidence documenting such Community Participation Level that is to the satisfaction of the OPA, acting reasonably.

44. ***Community Price Adder*** has the meaning given to it in Section 9.1 of the FIT Rules.

45. ***Company Representative*** has the meaning given to it in Section 14.1 of the FIT Contract.

46. ***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 OPA 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.

47. ***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.

48. ***Confidentiality Undertaking*** has the meaning given to it in Section 7.1(c) of the FIT Contract.

49. ***Confirmed Transmission Developments*** means those expansions, upgrades or reinforcements to the Transmission System that have received all regulatory approvals necessary to commence construction.

50. ***Connecting Authority*** means, with respect to a Facility, the LDC or Transmitter that is licensed to operate the Distribution System or Transmission System to which the Facility or Host Facility is connected, as applicable.

51. ***Connection Agreement*** means the agreement or agreements required to be entered into between the Connecting Authority and the Supplier (or if the Contract 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 Contract Facility (or the Host Facility, if applicable) to a Distribution System or the IESO-Controlled Grid (directly or indirectly), in accordance with the Distribution System Code or Transmission System Code, as applicable, and governing the terms and conditions of such connection.

52. ***Connection Cost Agreement*** has the meaning given to it in the Distribution System Code.

53. ***Connection Costs*** means those costs which are payable by the Supplier related to: (i) where the Facility is connected to a Transmission System, new or modified connection facilities, as defined by the Transmission System Code, for the reliable connection of the Facility to a Transmission System as more particularly specified pursuant to the System Impact Assessment, Customer Impact Assessment and Transmission System Code for generator connections; for greater certainty, Connection Costs consist of Transmitter Connection Costs and Supplier Connection Costs, but shall not include Network Upgrade Costs; (ii) where the Facility is connected to an LDC, 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.

54. ***Connection Impact Assessment*** means an assessment conducted by an LDC to determine the impact on the Distribution System of connecting the Contract Facility to its Distribution System.

55. ***Connection Point*** means:

    (a) where the Contract Facility is not a Behind-the-Meter Facility, the electrical connection point between the Contract Facility and a Distribution System or the IESO-Controlled Grid where Electricity is injected into a Distribution System or the IESO-Controlled Grid (as applicable), as more particularly described in the Connection Agreement; or

    (b) where the Contract Facility is a Behind-the-Meter Facility, the electrical connection point between the Contract Facility and the Host Facility where Electricity is injected into the Host Facility's electrical system.

56. ***Contract Capacity*** means:

(a) for Incremental Projects, the total Gross Nameplate Capacity of the Facility, less the highest documented manufacturer's total installed rated capacity of the Existing Generating Facility to generate Electricity; and

(b) for all other Contract Facilities, the Gross Nameplate Capacity of the Contract Facility.

57. ***Contract Date*** means the effective date of the FIT Contract, as set out therein.

58. ***Contract Facility*** means:

(a) with respect to a Project that is not an Incremental Project, for the purpose of the FIT Rules, the Renewable Generating Facility described in the Application, and for the purpose of the FIT Contract, the Renewable Generating Facility described on the FIT Contract Cover Page; and

(b) with respect to a Project that is an Incremental Project, for the purpose of the FIT Rules, the additional Generating Equipment that is the subject of the Expansion or Upgrade together with all other equipment and facilities of the Existing Generating Facility which are necessary to deliver the Contract Capacity, as described in the Application, and for the purpose of the FIT Contract, the additional Generating Equipment that is the subject of the Expansion or Upgrade together with all other equipment and facilities of the Existing Generating Facility which are necessary to deliver the Contract Capacity, as described on the FIT Contract Cover Page.

59. ***Contract Facility Amendment*** has the meaning given to it in Section 2.1(b) of the FIT Contract.

60. ***Contract Payment*** means all payments to a Supplier under a FIT Contract including payments on account of the 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.

61. ***Contract Price*** means, with respect to an Application, the price set out in the Price Schedule as of a particular Base Date and set out on FIT Contract Cover Page.

62. ***Contract Year*** means a twelve (12) month period which begins on the Commercial Operation Date or an anniversary thereof, during the Term.

63. ***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 percent (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.

64. ***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.

65. ***Customer Impact Assessment*** means a study conducted by a Transmitter to assess the impact of the connection of a Project on other users of the IESO-Controlled Grid.

66. ***Delivered*** means, in relation to Electricity and certain Related Products, delivered to the Connection Point and

    (a) successfully injected into a Distribution System or the IESO-Controlled Grid, directly or through the Host Facility's electrical system (which, for greater certainty, is net of Site-Specific Losses); and/or

    (b) successfully injected into the Host Facility's electrical system and used by the Host Facility;

    and ***Deliver*** and ***Delivering*** have the corresponding meanings.

67. ***Designated Activity*** has the meaning given to it in Exhibit D to the FIT Contract.

68. ***Disclosing Party*** means, with respect to Confidential Information, the Party and/or its Representatives providing or disclosing such Confidential Information and may be the OPA or the Supplier, as applicable.

69. ***Discriminatory Action*** has the meaning given to it in Section 12.1 of the FIT Contract.

70. ***Distribution Availability Test*** means the process set out in Section 5.3 of the FIT Rules

71. ***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 IESO pursuant to the Distribution System Code.

72. ***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.

73. ***Dollar*** or ***$*** means Canadian dollars and cents, unless otherwise specifically set out to the contrary.

74. ***Domestic Content Grid*** means Table 1, Table 2 or Table 3 set out in Exhibit D to the FIT Contract, as applicable.

75. ***Domestic Content Plan*** has the meaning given to it in Section 2.4(b)(iii) of the FIT Contract.

76. ***Domestic Content Report*** has the meaning given to it in Section 2.11(c) of the FIT Contract.

77. ***Domestic Content Level*** has the meaning given to it in Exhibit D to the FIT Contract..

78. ***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.

79. ***Economic Connection Test*** means the test described in Section 5.4 of the FIT Rules.

80. ***Economic Interest*** has the meaning given to it in Section 9.1 of the FIT Rules.

81. ***Economic Test Notice*** has the meaning given to it in Section 5.4(c) of the FIT Rules.

82. ***Electricity*** means electric energy, measured in kWh.

83. ***Electricity Act*** means the *Electricity Act, 1998* (Ontario).

84. ***Embedded Retail Generator*** has the meaning given to it in the Retail Settlement Code.

85. ***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* (Ontario) or such other regulations as may be promulgated under the *Environmental Protection Act* (Ontario) or any currently applicable or future Laws and Regulations.

86. ***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 Contract 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 Contract Facility itself, from the interaction of the Contract Facility with the IESO-Controlled Grid, a Distribution System or the Host Facility, 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 Contract Facility,

but excluding:

(e) payments under the Government of Canada's ecoENERGY for Renewable Power Program (or any predecessor 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 OPA 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 Contract Facility.

87. ***EPT*** means Eastern Prevailing Time.

88. ***Escalation Percentage*** means the percentage of the 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.

89. ***EST*** means Eastern Standard Time.

90. ***Event of Default*** means an event of default by the Supplier or the OPA.

91. ***Existing Generating Facility*** means an Electricity generating facility and ancillary lands required by such generating facility that is located in Ontario and which (i) was connected to the IESO-Controlled Grid, a Distribution System or a Host Facility prior to March 14, 2009 and (ii) has operated for more than a total of 500 hours in the preceding five years.

92. ***Expansion*** means either:

    (a) an addition of generating unit(s) to an Existing Generating Facility, which (i) is not intended to replace any Generating Equipment that operates, or has operated within the past 12 months at the Existing Generating Facility; (ii) generates Electricity in addition to the Electricity of existing generating units that operate or operated at the Existing Generating Facility; and (iii) does not include any of the electricity generating capacity available from the Existing Generating Facility; or

    (b) an addition of generating unit(s) to a Planned Generating Facility, which (i) will generate Electricity in addition to the Electricity of the planned generating units at such Planned Generating Facility; and (ii) does not include any of the electricity generating capacity that is expected to be available at such Planned Generating Facility.

    For greater certainty, an Expansion shall not include an Upgrade.

93. ***Facility*** means a Renewable Generating Facility constructed, developed and operated by the Supplier or by an Applicant Related Person of the Supplier, which is comprised either partially or completely by the Contract Facility.

94. ***Financing Plan*** has the meaning given to it in Section 2.4(b)(ii) of the FIT Contract.

95. ***FIPPA*** means the *Freedom of Information and Protection of Privacy Act* (Ontario).

96. ***FIPPA Records*** has the meaning given to it in Section 7.5 of the FIT Contract.

97. ***First Period Future Performance Security*** has the meaning given to it in Section 5.2(a) of the FIT Contract.

98. ***FIT Application Instructions*** means the **"**FIT Application Instructions**"** document published by the OPA on the Website setting out specific details relating to the FIT Program, as updated or amended from time to time.

99. ***FIT Contract*** means the agreement entered into between a Supplier and the OPA 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 are attached, as amended, restated or replaced from time to time.

100. ***FIT Contract Cover Page*** means the front page of the FIT Contract setting out specific features of the Facility, including its classification as an Automatic NTP Facility (as applicable), its Connection Point, Renewable Fuel, Contract Capacity, Contract Price, Escalation Percentage, applicability of the Peak Performance Factor and the applicable versions of Exhibits A and B.

101. ***FIT Direction*** means the direction issued by the Minster of Energy and Infrastructure to the OPA on September 24, 2009 directing the OPA to develop the Feed-in Tariff Program.

102. ***FIT Production Line*** means the process set out in Section 5.5 of the FIT Rules.

103. ***FIT Program*** means the Renewable Energy Feed-In Tariff Program established by the OPA pursuant to the FIT Rules and any prior or subsequent version of the FIT Rules.

104. ***FIT Reserve*** means the process set out in Section 5.6 of the FIT Rules.

105. ***FIT Rules*** means the rules governing the FIT Program as may be amended in accordance with its the terms, from time to time.

106. ***Force Majeure*** has the meaning given to it in Section 10.3 of the FIT Contract.

107. ***Future Contract Related Products*** means all Related Products that relate to the Contract 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.

108. ***Generating Equipment*** means equipment used by a Project or a Contract Facility in the generation of Electricity, such as wind turbines, 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.

109. ***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.

110. ***Government of Canada*** means Her Majesty the Queen in right of Canada.

111. ***Government of Ontario*** means Her Majesty the Queen in right of Ontario.

112. ***Governmental Approvals*** 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.

113. ***Governmental Authority*** means 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 IESO, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority, but excluding the OPA.

114. ***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.

115. ***Gross Nameplate Capacity*** means the manufacturer's total installed rated capacity of the Facility to generate Electricity.

116. ***GST*** means the goods and services tax exigible pursuant to the *Excise Tax Act* (Canada), or any successor thereto, including for greater certainty the "Harmonized Sales Tax" proposed in the March 26, 2009 Ontario Budget.

117. ***Host Facility*** means a facility which:

(a) the Contract Facility is connected to at the Connection Point; and

(b) is either (i) directly connected to a Distribution System or (ii) connected to the IESO-Controlled Grid directly or through one or more other facilities (which other facility is not, for greater certainty, a Distribution System).

118. ***Hourly Delivered Electricity*** means:

(a) in respect of Incremental Projects, the Electricity generated and Delivered by the Facility in any hour multiplied by the Incremental Project Ratio;

(b) for all other Contract Facilities, the Electricity generated and Delivered by the Contract Facility during any hour; and

(c) in each case, provided such Electricity is delivered to the Connection Point and either (i) successfully injected into a Distribution System or the IESO-Controlled Grid directly or through the Host Facility's electrical system, or (ii) successfully injected into the Host Facility's electrical system.

119. ***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.

120. ***IE Certificate*** means a certificate addressed to the OPA 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.

121. ***IESO*** means the Independent Electricity System Operator of Ontario established under Part II of the Electricity Act or its successor.

122. ***IESO-Administered Markets*** has the meaning given to it by the IESO Market Rules.

123. ***IESO-Controlled Grid*** has the meaning given to it by the IESO Market Rules.

124. ***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 IESO, as may be amended from time to time.

125. ***Impact Assessment*** means a Connection Impact Assessment, a System Impact Assessment or a Customer Impact Assessment, as applicable.

126. ***Impact Assessment Priority Start Time*** means the date and time set out on the FIT Contract Cover Page, before which a Supplier shall not apply for any Impact Assessment.

127. ***Impact Assessment Priority Stop Time*** means, with respect to an Agreement, the date and time set out on the FIT Contract Cover Page, before which the OPA shall not issue an Impact Assessment Priority Start Time to a Supplier that is offered a FIT Contract after such Agreement was offered.

128. ***including*** means including (or includes) without limitation.

129. ***Incremental NTP Security*** means the amount of Completion and Performance Security specified for each type of Contract Facility in Exhibit A of the FIT Contract and which the Supplier is required to provide to the OPA in accordance with Section 2.4(g) of the FIT Contract.

130. ***Incremental Project*** means an Upgrade or an Expansion which results in an increase in the Gross Nameplate Capacity, provided that:

    (a) the Renewable Fuel used by the Existing Generating Facility or the Planned Generating Facility (as applicable) is the Renewable Fuel utilized by the Project; and

    (b) the project type described in on the FIT Contract Cover Page is indicated as being an "Incremental Project".

131. ***Incremental Project Ratio*** means the ratio relating to an Incremental Project determined by dividing the Contract Capacity by the Gross Nameplate Capacity, as may vary from time to time as a result of any changes in Gross Nameplate Capacity.

132. ***Indemnitees*** has the meaning given to it in Section 13.3 of the FIT Contract.

133. ***Indemnifiable Loss*** has the meaning given to in Section 13.3 of the FIT Contract.

134. ***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 Contract Facility.

135. ***Indexed Contract Price*** means the Contract Price adjusted for increases in CPI pursuant to Exhibit B of the FIT Contract.

136. ***Initial Security*** means the amount of Completion and Performance Security specified for each type of Contract Facility in Exhibit A of the FIT Contract and which is required to be provided to the OPA upon execution of the FIT Contract in accordance with the instructions in the Offer Notice.

137. ***Insolvency Legislation*** means the *Bankruptcy and Insolvency Act* (Canada), the *Winding Up and Restructuring Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada) 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).

138. ***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.

139. ***ITA*** means the *Income Tax Act* (Canada).

140. ***kW*** means kilowatt and ***kWh*** means kilowatt-hour.

141. ***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 IESO from time to time that are binding on the Supplier.

142. ***LDC*** means the owner or operator of a Distribution System who is licensed by the OEB as an "electricity distributor".

143. ***LDC Connection Costs*** means those Connection Costs associated with those modifications to LDC-owned facilities required to connect the Contract 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.

144. ***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 application 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.

145. ***Location*** means the real property on, over, in or under which the Contract Facility is, or is to be, situated, being the location identified in the Application and in the FIT Contract.

146. ***Market Participant*** has the meaning given to it by the IESO Market Rules.

147. ***Market Settlement Charges*** means all market settlement amounts and charges described in Chapter 9 of the IESO Market Rules.

148. ***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.

149. ***Maximum Aboriginal Price Adder*** has the meaning given to it in Section 9.1 of the FIT Rules.

150. ***Maximum Community Price Adder*** has the meaning given to it in Section 9.1 of the FIT Rules.

151. ***Maximum Price Adder*** has the meaning given to it in Section 9.4 of the FIT Rules.

152. ***Metered Market Participant*** has the meaning given to that term by the IESO Market Rules.

153. ***Metering Plan*** means a document that is provided by the Supplier to the OPA 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 OPA 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 and which is updated promptly, and, in any event, within ten (10) Business Days after any change to the metering installation occurs.

154. ***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 Website.

155. ***Milestone Date for Commercial Operation*** means the date set out in Exhibit A to the FIT Contract by which the Contract Facility is required to attain Commercial Operation.

156. ***Minimum Required Domestic Content Level*** has the meaning given to it in Section 6.4(a) of the FIT Rules.

157. ***Municipal Solid Waste*** means (i) common refuse collected from the general public and generated by residential, commercial, institutional and industrial sources, consisting of paper, wood, yard wastes, food wastes, plastics, leather, rubber and other combustible materials and non-combustible materials such as metal, glass and rock, whether or not it is owned, controlled or managed by a municipality; and (ii) solid fuel, whether or not it is waste, that is derived in whole or in part from the refuse included in clause (i) of this definition, but which, for greater certainty, shall not include gaseous waste or wastes used in an incineration unit.

158. ***MVPortal*** or ***MV-Web*** means the internet-based communications interface application for Market Participants supplied by the IESO that allows Market Participants to access physical and financial data for the IESO-Administered Markets, and includes any systems or applications that may replace, supplement or succeed MVPortal or MV-Web.

159. ***MW*** means megawatt and ***MWh*** means megawatt-hour.

160. ***Network Upgrade Costs*** means those costs related to Network Upgrades. For greater certainty, Network Upgrade Costs shall not include Connection Costs.

161. ***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 or Transmission System, as more particularly specified pursuant to the System Impact Assessment, Customer Impact Assessment, Connection Impact Assessment, Distribution System Code and Transmission System Code for generator connections.

162. ***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.

163. ***Not-For-Profit Organization*** means a corporation without share capital governed by Part III of the *Corporations Act* (Ontario) or by Part II of the *Canada Corporations Act*.

164. ***Notice to Proceed*** means the notice issued by the OPA that it is prepared to waive its option set out in Section 2.4 of the FIT Contract to terminate such contract.

165. ***NTP Deferral Notice*** means the notice of the deferral of the issuance of Notice to Proceed by the OPA pursuant to Section 2.4(f) of the FIT Contract.

166. ***NTP Delay*** has the meaning given to it in Section 2.4(f)(iii) of the FIT Contract.

167. ***NTP Daily Delay Amount*** means the amount specified in Exhibit A of 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 OPA either issues Notice to Proceed or terminates this Agreement in accordance with Section 2.4(a) of the FIT Contract.

168. ***NTP Pre-requisites*** has the meaning given to it in Section 2.4(b) of the FIT Contract.

169. ***NTP Response Date*** means the number of days following the Contract Date that is used to determine the time by which the OPA must respond to a completed NTP Request for a Contract Facility that is not an Automatic NTP Facility, as specified in Exhibit A.

170. ***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 OPA issue Notice to Proceed.

171. ***OEB*** means the Ontario Energy Board or its successor.

172. ***Off-Peak Hour*** means any hour that is not an On-Peak Hour.

173. ***Off-Shore Wind Facility*** means a Facility utilizing wind as its Renewable Fuel that has a Location that is a body of water and is at least one kilometre away from the nearest shoreline.

174. ***Offer Notice*** has the meaning given to it in Section 6.1(a) of the FIT Rules.

175. ***On-Farm Bio-gas Facility*** means a Facility that is regulated under Part IX.1 of Ontario Regulation 267/03 made under the *Nutrient Management Act, 2002*.

176. ***On-Peak Hour*** means all hours between and including 11:00:00 and 18:59:59 Eastern Prevailing Time, on Business Days, or such other contiguous eight hour block on Business Days that is designated by the OPA from time to time, and posted on the Website with at least thirty (30) days notice of any such change.

177. ***On-Shore Wind Facility*** means a Facility utilizing wind as a Renewable Fuel that is not an Off-Shore Wind Facility.

178. ***Ontario Supplier*** means a supplier of services, components or subcomponents that is (i) an individual who is Resident in Ontario, (ii) a corporation whose head office or registered office is in Ontario or is Controlled by a Person with a head office or registered office in Ontario or (iii) a partnership with at least one partner who is an Ontario Supplier within the meaning of this definition.

179. ***OPA*** means the Ontario Power Authority and its successors and assigns.

180. ***OPA Event of Default*** has the meaning given to it in Section 9.3 of the FIT Contract.

181. ***OPA Statement*** has the meaning given to it in Section 11.2(g) of the FIT Contract.

182. ***Other Suppliers*** means all of the other suppliers that have a FIT Contract or other bilateral arrangements with the OPA similar in nature to the FIT Contract.

183. ***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 Contract Facility to make the Contract Capacity available and Deliver the Electricity from the Contract Facility.

184. ***Party*** means, (a) with respect to the FIT Contract, any one of the Supplier and the OPA, and the OPA 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 OPA, and the OPA and the Applicant are collectively referred to as the ***Parties***.

185. ***Payment Date*** has the meaning given to it in Section 4.2(c) or 4.3(c) of the FIT Contract, as applicable.

186. ***Peak Performance Factor*** means 1.35 for all On-Peak Hours and 0.90 for all Off-Peak Hours.

187. ***Person*** means a natural person, 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.

188. ***Planned Generating Facility*** means, with respect to an Application for an Incremental Project, any proposed or existing Renewable Generating Facility, other than such Incremental Project.

189. ***Planned In-Service Transmission Developments*** means, with respect to a Project at a point in time, Confirmed Transmission Developments that the OPA has determined have a planned in service date on or before the earliest date that would be the NTP Response Date for such Project, if a FIT Contract for such Project were executed at that time, or such earlier date as may be determined by the OPA.

190. ***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 OPA similar in nature to the FIT Contract, where all such facilities have not achieved commercial operation.

191. ***Pre-Construction Development Costs*** means those reasonable costs incurred for the development of the Contract Facility, excluding (i) the costs of Generating Equipment, (ii) the Application Fee,

(iii) 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 (iv) profits, less any grants received pursuant to any government or OPA 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; resource assessments; obtaining permits and approvals necessary to commence construction and reasonable overhead expenses allocated to the foregoing.

192. ***Pre-Construction Liability Limit*** means the amount specified in Exhibit A of the FIT Contract, expressed in Dollars, representing the maximum amount of Pre-Construction Development Costs for which the OPA will indemnify the Supplier in the event that the OPA terminates the FIT Contract pursuant to Section 2.4 of the FIT Contract.

193. ***Pre-Dispatch Price*** means the pre-dispatch price for Electricity, being the hourly price determined from the "Pre-Dispatch Schedule" for a specified number of hours in advance of clearing of the "Real-Time Market", as determined by the IESO-Administered Markets.

194. ***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 OPA from time to time and without notice to the Supplier.

195. ***Price Schedule*** means the schedule of prices established by the OPA from time to time, in its sole discretion, that will be used to determine the Contract Price for a FIT Contract, differentiated by Renewable Fuel, Contract Capacity and other factors as determined by the OPA.

196. ***Prior Contract*** has the meaning given to it in Section 2.1(a)(viii) of the FIT Rules.

197. ***Production Line Confirmation*** means the form set out in Exhibit B to the FIT Rules confirming an Applicant's desire to submit its Application to the FIT Production Line.

198. ***Program Launch*** means the first date that the OPA will accept Applications.

199. ***Project*** means a proposed Renewable Generating Facility described in an Application.

200. ***PST*** means the Ontario provincial sales tax exigible under the *Retail Sales Tax Act* (Ontario), or any successor thereto.

201. ***PV*** means a solar photovoltaic system.

202. ***Qualifying Percentage*** has the meaning given to it in Exhibit D to the FIT Contract.

203. ***Receiving Party*** means, with respect to Confidential Information, the Party receiving Confidential Information and may be the OPA or the Supplier, as applicable.

204. ***Registered Charity*** has the meaning given to it in the ITA.

205. ***Registered Facility*** has the meaning given to it in the IESO Market Rules.

206. ***Regulatory Environmental Attributes*** has the meaning given to it in Section 2.10(c) of the FIT Contract.

207. ***Related Products*** means all Capacity Products, Ancillary Services, transmission rights and any other products or services that may be provided by the Contract Facility from time to time, excluding Environmental Attributes produced by the Contract Facility and any payments under the ecoENERGY for Renewable Power Program, 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.

208. ***Renewable Biomass*** means organic matter that is derived from a plant and available on a renewable basis, including organic matter derived from dedicated energy crops, dedicated trees, agricultural food and feed crops and waste organic material from harvesting or processing agricultural products, forestry products (including spent pulping liquor) and sewage including manure, provided that:

(a) such organic matter is not Municipal Solid Waste;

(b) such organic matter is not peat or a peat derivative;

(c) such organic matter shall not contain any treated by-products of manufacturing processes, including chipwood, plywood, painted or varnished wood, pressure treated lumber, or wood contaminated with plastics or metals;

(d) such organic matter shall not include hazardous waste or liquid waste, nor contain any materials that can adversely affect anaerobic processes or cause liquids or solids produced through anaerobic processes to become hazardous waste; and

(e) supplementary non-renewable fuels other than coal used for start up, combustion, stabilization and low combustion zone temperatures shall be no more than ten percent (10%) of the total fuel heat input in any calendar year for Electricity generation units with a Gross Nameplate Capacity of 500 kW or less and five percent (5%) of the total fuel heat input in any calendar year for Electricity generation units with a Gross Nameplate Capacity of greater than 500 kW.

209. ***Renewable Energy Approval*** means the approval issued by the Ontario Ministry of the Environment under Section 47.3 of the *Environmental Protection Act* (Ontario).

210. ***Renewable Fuel*** means wind, solar (PV), Renewable Biomass, Bio-gas, landfill gas or waterpower.

211. ***Renewable Generating Facility*** means an Electricity generating facility located in Ontario that is owned or leased for the Term, as well as operated by the Supplier, which generates Electricity exclusively from one or more Renewable Fuels and delivers that Electricity through a meter in accordance with all Laws and Regulations to either the IESO-Controlled Grid, a Distribution System or a Host Facility.

212. ***Replacement Provision(s)*** has the meaning given to it in Section 1.8 of the FIT Contract.

213. ***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 OPA, includes any Connecting Authority. Prior to any assignment by the OPA, this definition shall also include the Government of Ontario, the IESO and their respective directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents.

214. ***Resident*** means "ordinarily resident" as that expression has been judicially interpreted for the purposes of the ITA.

215. ***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.

216. ***Rooftop Facility*** means a Facility that is integrated into or forms part of the wall facing, roof, cover, or other architectural element that forms part of a permanent building or structure that has been designed to be used for the purpose of providing enclosure, shelter or protection to people or property, provided that it is not principally for the purpose of supporting a solar power installation or providing shelter from the sun.

217. ***Sales Taxes*** means GST and PST.

218. ***Scheduled Program Review*** has the meaning given to it in Section 10.1(a) of the FIT Rules.

219. ***Second Period Future Performance Security*** has the meaning given to it in Section 5.2(b) of the FIT Contract.

220. ***Secured Lender*** means the lender(s) under a Secured Lender's Security Agreement.

221. ***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 all or any part of the Supplier's Interest granted by the Supplier that is security for any indebtedness, liability or obligation of the Supplier, together with any amendment, change, supplement, restatement, extension, renewal or modification thereof.

222. ***Senior Conference*** has the meaning given to it in Section 15.1 of the FIT Contract.

223. ***Settlement Period*** has the meaning given to it in Section 4.2(b) or Section 4.3(c) of the FIT Contract, as applicable.

224. ***Significant Program Amendment*** has the meaning given to it in Section 10.2(a) of the FIT Rules.

225. ***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 Contract 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.

226. ***Source Separated Organics*** means the organic portion of the Municipal Solid Waste collection stream which has been separated from potential contaminants such as metal, plastic and glass prior to collection and which does not contain any treated by-products of manufacturing processes or other materials that can adversely affect anaerobic processes or cause liquids and solids produced through anaerobic processes to become hazardous waste.

227. ***Special Purpose Entity*** means a Person other than an individual that directly or indirectly owns the Facility whose special or sole purpose is the ownership, direct or indirect, of Pre-COD Facilities. The special purpose of a Person shall not be considered to be the ownership, direct or indirect, of Pre-COD Facilities where the total Nameplate Capacity of,

(a) all Pre-COD Facilities owned, directly or indirectly, by such Person multiplied by the percent equity interest that such Person holds in each such Pre-COD Facility,

is less than 25% of the total Nameplate Capacity of,

(b) all Electricity generating facilities owned, directly or indirectly, by such Person, multiplied by the percent equity interest that such Person holds in each such Electricity generating facility.

228. ***Special Terms and Conditions*** means the any terms and conditions that amend, supplement or delete any of the standard terms and conditions forming part of the FIT Contract, which are incorporated into a FIT Contract in Section 22 of the FIT Contract Cover Page.

229. ***Specialty Crop Areas*** has the meaning given to it in the 2005 Provincial Policy Statement issued by the Ontario Ministry of Municipal Affairs and Housing under Section 3 of the *Planning Act* (Ontario) as approved by the Lieutenant Governor in Council via Order in Council No. 140/2005.

230. ***Standard Definitions*** means these definitions which are applicable and appended to the FIT Rules and the FIT Contract.

231. ***Standard Offer Contract*** means a contract issued in connection with a program offered by the OPA in which Electricity generating facilities that qualify under specified program rules are offered a standard form of agreement with the OPA for the development and/or operation of a generating facility, or any other program that the OPA may so designate at its sole and absolute discretion, as each such program may be amended from time to time.

232. ***Statement*** has the meaning given to it in Section 4.2(b) or 4.3(c) of the FIT Contract, as applicable.

233. ***Station Service*** means the Electricity used at the Contract Facility for excitation, on-site maintenance and operation of auxiliary and other facilities, essential to the operation of the Contract Facility.

234. ***Station Service Loads*** means energy consumed to power the on-site maintenance and operation of power generation 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.

235. ***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.

236. ***Supplier Event of Default*** has the meaning given to it in Section 9.1 of the FIT Contract.

237. ***Supplier's Economics*** means the net present value of the revenues from the Hourly Delivered Electricity and Related Products in respect of the Contract 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 Contract 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 Contract Facility.

238. ***Supplier's Interest*** means the right, title and interest of the Supplier in or to the Contract Facility and the FIT Contract or any benefit or advantage of any of the foregoing.

239. ***Supplier's Network Upgrade Costs*** means those Network Upgrade Costs that are payable by the Supplier to the Transmitter as required by the Transmission System Code.

240. ***System Impact Assessment*** means a study conducted by the IESO pursuant to Section 6.1.5 of Chapter 4 of the IESO Market Rules, to assess the impact of a new connection of a Contract Facility or of the modification of an existing connection of a Contract Facility on the performance of the IESO-Controlled Grid and the reliability of the integrated power system.

241. ***Taxes*** means all ad valorem, property, occupation, severance, production, governmental charges, utility, gross production, gross receipts, GST, PST, 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.

242. ***Term*** has the meaning given to it in Section 8.1(b) of the FIT Contract.

243. ***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.

244. ***Threshold Price Amendment*** has the meaning given to it in Section 10.2(b) of the FIT Rules.

245. ***Time Stamp*** means the official record of the date and time that an Application is received as established pursuant to Sections 4.1(a) of the FIT Rules.

246. ***Total Contract Price*** or ***TCP*** means the Contract Price plus any Aboriginal Price Adder and Community Price Adder, as applicable, provided that the Total Contract Price shall not exceed the Contract Price plus the Maximum Price Adder.

247. ***Transmission Availability and Project Status Tool*** or ***TAPS Tool*** means the set of tools on the Website to provide prospective Applicants with information on the ability of the Transmission System to accommodate the connection of a proposed Project.

248. ***Transmission Availability Test*** means the process set out in Section 5.2 of the FIT Rules.

249. ***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.

250. ***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.

251. ***Transmitter*** means a Person licensed as a "transmitter" by the OEB in connection with a Transmission System.

252. ***Transmitter Connection Costs*** means those Connection Costs associated with those modifications to Transmitter-owned facilities required to connect the Contract Facility to a

Transmission System that only the Transmitter can perform, and that are payable by the Supplier to the Transmitter as required by the Transmission System Code.

253. ***Upgrade*** means the refurbishment or replacement of Generating Equipment at an Existing Generating Facility with equipment which provides better or improved performance, but which does not constitute an Expansion.

254. ***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 Ministry of Natural Resources (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 the Parks Canada Agency or (iii) any substantially equivalent Governmental Approval.

255. ***Website*** means the OPA's Renewable Energy Feed-in Tariff Program website at "http://www.powerauthority.on.ca/FIT" or such other website as the OPA shall designate from time to time.