

RETROFIT PROGRAM PARTICIPANT AGREEMENT

The Participant (being the “Applicant” in the Application) has applied for Participant Incentives, in respect of Eligible Costs, Demand Savings or Energy Savings, as applicable, pursuant to the Application submitted to the IESO under the Save on Energy retrofit program (the “**Retrofit Program**”) in accordance with the Program Requirements. All capitalized terms not defined herein will have the meanings given to them in Schedule 1 to this Agreement.

In consideration of the Participant Incentives being provided and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Participant agrees to the following terms and conditions:

1. **PARTICIPANT INCENTIVE:** The IESO will, subject to the terms and conditions of this participant agreement (the “**Agreement**”) and the Application, pay to the Participant a Participant Incentive for the implementation of the Measures in each Project described in the Application and approved by the IESO in a Pre-Approval. In addition to the other provisions hereof, payment of the Participant Incentive is subject to, and conditional upon, the following terms and conditions:
 - a) the Participant will implement each of the Projects described in the Application by each Project’s project completion date provided in the Application and in no event after December 31, 2025 unless otherwise approved in writing by the IESO in its sole discretion. For certainty, any extension to the Project’s project completion date beyond December 31, 2025 not expressly consented to in writing by the IESO shall be null and void and of no force or effect;
 - b) the Participant will provide the IESO with the Post-Project Submission no later than 6 months following receipt of a Pre-Approval (or any other deadline for Post-Project Submission as may be communicated in writing to the Participant), failing which, the IESO may at its sole discretion declare the Pre-Approval and the underlying Application null and void;
 - c) the IESO will have the right to reject Applications where it has determined that the Project’s Eligible Costs are beyond reasonable standard industry costs, as determined by the IESO at its sole discretion;
 - d) the IESO will have the right, in its discretion, to decide whether or not to accept the evidence provided in connection with the Post-Project Submission;

- e) the Participant will submit an invoice to the IESO for an Advance Incentive (if applicable) after the receipt of a Pre-Approval from the IESO; and
- f) the Participant will submit an invoice to the IESO for the Participant Incentive after the approval of the Post-Project Submission by the IESO.

For greater certainty, the IESO will not pay any additional Participant Incentives in respect of any Measures that were not included in the Application.

2. AMOUNT AND FORM OF PARTICIPANT INCENTIVE: The Participant acknowledges that the total amount of the Estimated Participant Incentives set forth in the Application is based upon estimated Demand Savings, estimated Energy Savings and Estimated Eligible Costs based on the Application and, subject to the following and Section 3, will be the maximum amount payable hereunder. Upon the completion of each Project, the IESO will review the Post-Project Submission and recalculate the amount of the Participant Incentive based upon the best available information at such time, subject to the limitation that the recalculated Participant Incentive may not be more than 10% greater than the Estimated Participant Incentive in the Application. Notwithstanding the foregoing, the Participant may submit an Application to amend the scope of a Project prior to the completion of that Project, where such change in Project will result in a greater than 10% increase to the Participant Incentive. The IESO will review the Post-Project Submission upon receipt from the Participant, and may conduct Post-Project site visits and inspections, as required for verification purposes. If, following the review, the Post-Project Submission is approved by the IESO, the total amount of the Participant Incentives, as determined by the IESO in its discretion will be paid by the IESO as a lump sum payment. Any Participant Incentive payable under the Retrofit Program will be paid by the IESO to the Participant as a lump sum within 90 days of the Participant submitting an invoice to the IESO for the Participant Incentive after the approval of the Post-Project Submission by the IESO.

3. ADVANCE INCENTIVES

- a) If the Participant is a Social Housing Provider that has requested an SHP Advance Incentive, such SHP Advance Incentive will be paid upon the acceptance by the IESO of the Application in a Pre-Approval. The total Participant Incentive payable upon completion of a Project, including the Social Housing Adder, if any, will be reduced by the amount of the SHP Advance Incentive paid by the IESO prior to the completion of the Project.
- b) Where an Advance Incentive is paid to the Participant and the amount of the Advance Incentive is more than the total Participant Incentive payable to the Participant in accordance with Section 2 of this Agreement, the difference between the Advance Incentive paid by the IESO upon acceptance by the IESO of the Application in a Pre-Approval and the total Participant Incentive payable to the

Participant in accordance with Section 2 shall be payable by the Participant to the IESO or the IESO will be entitled to set-off such amount from any Participant Incentive that may become payable.

- c) If the Participant is a Social Housing Provider and the Project for which that Advance Incentive was paid has not been completed within six months of the date the Application was approved in a Pre-Approval, the Participant will no longer be eligible to receive the Social Housing Adder and at the IESO's discretion, any Advance Incentive previously advanced to the Participant will be repaid to the IESO or the IESO will be entitled to set-off such amount from any Participant Incentive that may become payable.
4. METHOD OF PAYMENT: The IESO will elect to pay any Participant Incentive or Advance Incentive either by electronic funds transfer or a cheque issued by the IESO or its service provider.
5. OPERATION OF PROJECT: The Participant will maintain, or will cause to be maintained, all of the equipment and improvements implemented through each Project, including the Measures, in good working order and will operate and maintain, or will cause to be operated and maintained, such equipment and improvements without any modification for a continuous period of 48 months or until December 31, 2025 whichever is longer (the "**Period**") starting on the first day of the month immediately following the month in which the IESO pays the Participant Incentive.
6. EVENTS OF DEFAULT: Each of the following is an "**Event of Default**" hereunder:
 - a) If equipment or improvements implemented through a Project requires any modification during the Period and the Participant does not obtain the IESO's written consent prior to carrying out any such modification, which consent may be withheld at the IESO's discretion;
 - b) if the equipment or improvements implemented through a Project, including the Measures, ceases operation before the end of the Period;
 - c) if the Participant does not perform or comply with any term or condition of this Agreement or if any representation, warranty or certification made by the Participant is untrue, incomplete or inaccurate;
 - d) except as permitted in Section 11.b), if any equipment that is replaced as part of any Project is not properly disposed of or decommissioned in accordance with the terms and conditions of this Agreement or such equipment is used again; or
 - e) in the case of a Social Housing Provider that has requested and received an Advance Incentive, if the Projects in the Application are not all completed.

- 7. REPAYMENT AND MULTIPLE EVENTS OF DEFAULT:** If an Event of Default occurs then, upon demand by the IESO, the Participant will repay to the IESO a portion of the Participant Incentive, calculated as follows:

Participant Incentive paid (in relation to each defaulting Project) x months remaining in Period ÷ 48

For the purposes of this calculation: (a) an Event of Default occurring at any time during a month will be deemed as an Event of Default for the full month; and (b) for an Event of Default in Section 6.e), the "months remaining in Period" will be deemed to be 48.

If the Participant is in default under this Agreement and any other participant agreement entered into by the Participant under the Retrofit Program, the IESO may, upon written notice to the Participant, not be obligated to provide Participant Incentives for all Projects completed by the Participant under this Agreement or any other participant agreement executed by the Participant under the Retrofit Program.

- 8. PROJECT DETAILED INFORMATION:** The IESO shall have the right to publicize the features or equipment described in the Application to potential participants who are considering the Retrofit Program and may refer any interested party to the Participant, unless the Participant clearly indicates which sections of the Application are to remain confidential or otherwise provides a written request to the IESO that this information remain confidential.
- 9. REPRESENTATIONS AND WARRANTIES:** The Participant represents, warrants and agrees that:
- a)** unless otherwise disclosed to the IESO, no Project has received, is receiving or will receive any financial incentives generally funded by a Governmental Authority, whether administered by the IESO, a local electricity or gas distributor or any other party (unless funding is principally directed to Social Housing Providers and if such funding, when combined with the Participant Incentive, does not exceed the Project cost) or rebates from manufacturers or wholesalers or other supply chain participants;
 - b)** it has all required rights and authority to install the equipment and improvements, including, for greater certainty, the Measures, and to carry out all other obligations in this Agreement;
 - c)** all information in the Application, including any attached documentation, is true, accurate and complete;
 - d)** it is a Non-Residential Customer or Recognized Farm Operation;
 - e)** if applying for a Social Housing Adder, it is a Social Housing Provider;

- f) it would not otherwise have undertaken the Project(s) without the financial support and participation of the IESO;
- g) it has the authority and capacity to enter into this Agreement;
- h) it is an Independent contractor, and that there is no joint venture, partnership or agency created or implied by this Agreement; and
- i) where the Participant becomes eligible to receive or does receive funding as described in Section 9.a): (i) the Participant will promptly notify the IESO, (ii) the funding received will be deducted from the Estimated Eligible Costs or the Eligible Costs; and (iii) the Estimated Participant Incentive and/or Participant Incentive will be recalculated.

10. EVALUATION, MEASUREMENT AND VERIFICATION AUDIT: The Participant will participate in any surveys, studies, audits, reporting, evaluations or verifications conducted by the IESO or its service providers (collectively, the "**Program Operators**") in connection with the Retrofit Program, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the Retrofit Program, and will provide to the Program Operators reasonable access to the Participant's records and facilities for such purposes. The Participant will permit inspections to be conducted in the Facility by the Program Operator if the Participant is selected by IESO or its service providers for a quality assurance and quality control review.

The Participant consents to the Program Operators contacting the Participant directly, including by email and other electronic communication, in connection with surveys, studies, audits, and reporting. Pursuant to Canada's anti-spam legislation (hereinafter "CASL") the IESO is hereby requesting your Express Consent (as that term is defined in CASL and its associated regulations) to contact you at the electronic address identified in the Application. If you wish the IESO to communicate with you by email in connection with future conservation programs and other related purposes, you can register for the business newsletter by clicking on <https://saveonenergy.ca/For-Business-and-Industry#Business-Newsletter>. You may withdraw your consent at any time. You may also reach the IESO at: 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; ieso.ca; saveonenergy.ca; or 905 403-6900.

11. EQUIPMENT DISPOSAL AND DECOMMISSIONING

- a) Subject to Section 11.b), the Participant will take all necessary steps to have equipment that was removed or replaced as part of any Project disposed of or decommissioned in accordance with appropriate disposal or decommissioning processes, applicable laws and regulations, and in accordance with commercially reasonable environmental practices and shall be prepared to evidence, upon

request by the IESO, such activities through appropriate disposal certificates or similar or other documentation as may be acceptable to the IESO, in its discretion.

- b) Notwithstanding Section 11.a), the Participant may utilize its removed or replaced air compressor for emergency back-up situations and/or scheduled maintenance purposes only. The Participant shall record the number of hours the removed or replaced air compressor is utilized, which shall not exceed 4% of the annual average run time of the air compressor. The Participant shall provide the log of recorded emergency and/or scheduled maintenance use to the IESO upon request.

12. ENVIRONMENTAL ATTRIBUTES

- a) All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings for which an incentive has been paid, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission, reduction allowance (collectively, the "**Electricity Savings Environmental Attributes**") will be allocated on a proportionate basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Environmental Attribute Funding Percentage (the result being the "**IESO Environmental Attributes**") and the Participant owning the remaining quantity of Electricity Savings Environmental Attributes (the "**Participant Environmental Attributes**"), where Environmental Attribute Funding Percentage means, in respect of an Eligible Measure purchase and installed, the total incentive amount paid to the Participant and funded by the IESO in respect of the Measure, divided by the total amount of actual costs incurred by the Participant that meet the eligibility requirements for such costs set out under these terms and conditions, multiplied by 100, and expressed as a percentage.
- b) The Participant shall notify the IESO in writing prior to assigning, transferring, encumbering, submitting for compliance purposes, trading or otherwise using (collectively, "realizing") any of the Participant Environmental Attributes, with such notice to include: (i) the quantity of Participant Environmental Attributes to which the Participant believes it is entitled; (ii) the quantity of Electricity Savings Environmental Attributes and the Environmental Attributes Funding Percentage used to determine the quantity of Participant Environmental Attributes; and (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes and the Environmental Attribute Funding Percentage.

- c) The Participant agrees that all right, title and interest in and to all benefits or entitlements associated with the IESO Environmental Attributes are hereby transferred and assigned by the Participant to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns.
- d) The IESO will be entitled unilaterally and without consent to deal with such IESO Environmental Attributes in any manner it determines. The Participant acknowledges that the IESO will contact the Participant prior to realizing on any IESO Environmental Attributes.
- e) The Participant agrees that it will, from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to:
 - i) effect the transfer and assignment to, or holding in trust for, the IESO all rights, title and interest in all IESO Environmental Attributes; and
 - ii) certify, obtain, qualify and register with the relevant authorities or agencies IESO Environmental Attributes that are created and allocated or credited pursuant to applicable laws and regulations from time to time for the purpose of transferring such IESO Environmental Attributes to the IESO. The Participant will be entitled to reimbursement by the IESO of the cost of complying with such a direction provided that the IESO, acting reasonably, has approved such cost of compliance in writing prior to the cost being incurred and provided that such reimbursement will be limited to: (x) the total amount of such cost of compliance that have been approved in advanced by the IESO, multiplied by (y) the applicable Environmental Attributes Funding Percentage.

13. NO WARRANTY: Except as specifically set forth or referenced in this Agreement, there are no representations, warranties, or conditions of the Participant or the IESO, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose. Without limiting the generality of the foregoing, the Participant acknowledges that its participation in the Retrofit Program is based upon its own assessment of the Retrofit Program and not on any reliance on anticipated or projected results, and that such participation may not result in the achievement of any Energy Savings or Demand Savings, which are expressly disclaimed by the Participant.

14. ASSIGNMENT: This Agreement will ensure to the benefit of and be binding upon the Participant and their respective successors and assigns. This Agreement will not be assigned to another person other than an affiliate except with the prior written consent of the IESO, which consent may not be unreasonably withheld or delayed.

- 15. SUBCONTRACTING BY THE IESO:** The IESO may subcontract to third parties any of its responsibilities under this Agreement or the Program Requirements.
- 16. MISCELLANEOUS:** Except as otherwise provided, this Agreement constitutes the entire agreement between the Participant and the IESO in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. The Participant will, from time to time, on written request of the IESO, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement the terms of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement, which will remain in full force and effect.
- 17. TERM AND TERMINATION:** : Except as otherwise specified herein, this Agreement will terminate upon the expiration of the Period, upon notice from the IESO following any Event of Default herein, or as otherwise determined by the IESO in its discretion. Sections 9, 10, 12, 13, 17 and 20 of this Agreement will survive the termination of this Agreement.
- 18. THIRD PARTY BENEFICIARIES:** Except as provided in Sections 8, 10, 14, 20 and 21, this Agreement is solely for the benefit of:
- a) the IESO, and its successors and assigns, with respect to the obligations of the Participant under this Agreement, and
 - b) the Participant, and its successors and permitted assigns, with respect to the obligations of the IESO under this Agreement;
- and this Agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy.
- 19. COVENANT NOT TO INCREASE RENT:** Where the Facility is a Multi-Family Building, the Participant must evidence ownership or operation of a facility that permits tenants to occupy rental units subject to the Residential Tenancies Act, 2006 (the "**RTA**"), the Participant shall not use the Participant Incentives as a basis for applying to the Board (as defined in the RTA), for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA
- 20. COLLECTION OF PARTICIPANT INFORMATION:** The Participant understands and agrees that by submitting the Application, whether or not this Application is accepted:

- a)** it hereby consents to the collection, use, disclosure and other handling of any information it provides to the Program Operators, which may include personal information and records showing past and current energy usage (the "Participant Information") by the Program Operators for purposes relating to the operation, administration, compliance or assessment of the Retrofit Program, including for dispute resolution, and in connection with any reporting activities, follow-up surveys, studies and audits relating to the Retrofit Program, which shall include, without limitation:
- i) sharing of Participant Information among the Program Operators;
 - ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of surveys and modify the Retrofit Program based on such surveys; and
 - iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Ontario Environmental Commissioner or their respective successors;
- b)** it hereby consents to the disclosure by the IESO of Participant Information to local electricity utilities or local distribution companies and to the IESO receiving information related to the Participant that is collected by local electricity utilities or local distribution companies, required for the purpose of administering and assessing the Retrofit Program and/or Local Programs and to determine the Participant's eligibility to receive a Participant Incentive by ensuring the Participant meets the eligibility requirements set out in the Program Requirements and does not receive more than one financial incentive funded by the IESO for the same Measure; and
- c)** it acknowledges the IESO is a not-for-profit corporation without share capital established under the Electricity Act, 1998. The Ontario Energy Board Act, 1998 and Sections 6(1)(i) and 6(1)(p) of the Electricity Act, 1998, give IESO the authority to collect, use and potentially disclose personal information about a Participant as necessary to advance its statutory objects. IESO complies with the privacy protection rules contained in Ontario's Freedom of Information and Protection of Privacy Act ("FIPPA").

For information about IESO's general personal information practices, please refer to its privacy policy at <https://www.ieso.ca/en/privacy> or contact IESO at: 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; 416-969-6277; or privacy@ieso.ca.

21. INDEMNITY OF PROGRAM OPERATORS: The Participant will indemnify and save harmless each of the Program Operators and their respective directors, officers and employees from any and all liability and all claims, losses, damages (including indirect or consequential

damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the Retrofit Program, including by reason of the actual or alleged implementation of any Project and its operation or any other matter contemplated by this Application or the Agreement.

- 22. COMPLIANCE WITH LAWS:** The Participant and the IESO will comply, in all material respects, with all laws and regulations required to be complied with in the performance of its obligations hereunder.
- 23. FACSIMILE/ELECTRONIC SIGNATURES:** This Agreement may be executed and delivered by facsimile transmission or by any other method of electronic transmission. Any such signatures, including any contract formation on the Retrofit Portal or record-keeping through electronic means, may be relied upon by the Participant and the IESO and shall have the same legal effect, validity of enforceability as a manually executed signature, physical delivery thereof, or the use of a paper-based record-keeping system as the case may be.
- 24. ADDENDA:** Notwithstanding any term in this Agreement, where an application is submitted through the Retrofit Portal for a financial incentive payable under a Local Program, the terms of the applicable Local Program Addendum, which supplements this Agreement, will apply.

I, the Participant, certify that I understand and agree to the terms and conditions as set forth above in this Agreement.

PARTICIPANT / LEGAL COMPANY NAME

AUTHORIZED SIGNATURE

DATE

SCHEDULE 1 DEFINITIONS

Capitalized terms not otherwise defined in the Agreement will have the following meaning:

“Advance Incentive” means a portion of the total Participant Incentive to which a Participant is entitled in accordance with the Program Requirements and payable prior to completion of the Project.

“Application” means a complete application for an incentive in respect of a proposed Project under the Retrofit Program, in the form specified by the IESO on the Save on Energy website, submitted by a Participant via the Retrofit Portal to the IESO for approval.

“Applicant Representative” means a representative of a Participant that enters applicant and Project information into the Retrofit Portal on behalf of the Participant.

“Demand Savings” means the average load reduction in electricity demand between the base case and the energy efficient case occurring between 1 p.m. to 7 p.m. on business days, June 1 through August 31. For Measures that are weather dependent, Demand Savings shall be considered as occurring at peak design load conditions.

“Distribution System” means a system connected to the IESO-Controlled Grid for distributing electricity at voltages of 50 kV or less and includes any structures, equipment or other thing used for that purpose.

“Electricity Savings Environmental Attributes” has the meaning provided in Section 12.a).

“Eligible Cost” means the costs that are eligible to be included in the calculation of the Participant Incentive payable to a Participant under the Program Requirements as described in Schedule 2 to this Agreement.

“Energy Savings” means the estimated, determined or actual kilowatt hour reduction in energy consumption (as the context may require) attributable to the installation of a Measure over the course of the first year after completion of a Project, as set out in the Prescriptive Worksheet.

“Estimated Eligible Costs” means an estimation of the anticipated Eligible Costs, as specified in the Application approved by the IESO in a Pre-Approval.

“Estimated Participant Incentive” means an estimation of the anticipated Participant Incentive, as specified in the Application approved by the IESO in a Pre-Approval.

“Event of Default” has the meaning given in Section 6.

“Facility” means a building structure where Measures are installed that is a single facility, connected to, or behind the meter of, another electricity consumer connected to the IESO-

Controlled Grid or a Distribution System, provided that a Facility may be located within or upon a building, but may also be a structure other than a building, such as a freestanding billboard.

“**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, without limitation, the IESO in its capacity as the operator of the IESO-Controlled Grid, the Ontario Energy Board, the Electrical Safety Authority, the Office of the Auditor General of Ontario, and any person acting under the authority of any of the foregoing, but excluding the IESO.

“**HST**” means the harmonized sales tax payable pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15.

“**IESO**” means the Independent Electricity System Operator.

“**IESO-Controlled Grid**” has the meaning given to it in the IESO Market Rules.

“**IESO Environmental Attributes**” has the meaning provided in Section 12.a).

“**IESO Market Rules**” means the rules made under Section 32 of the *Electricity Act, 1998* (Ontario), together with all market manuals, policies, and guidelines issued by the IESO or its successor.

“**Local Program**” means a local cost-effective conservation demand management program that is not duplicative of IESO conservation and demand programs.

“**Local Program Addendum**” means an addendum provided to the Participant that supplements and/or modifies this Agreement to include terms specific to the applicable Local Program.

“**Measure**” means any eligible electricity savings measure or activity that may be undertaken in accordance with the Program Requirements or as otherwise approved by the IESO.

“**Multi-Family Building**” means a Facility that houses multiple residential tenants and is captured by the: (a) general service less than 50 kW account, (b) general service greater than 50 kW account, or (c) the large user account, as applicable.

“**Non-Residential Customer**” means electricity customers in Ontario that: (a) are not classified as residential in the most recent *Yearbook of Electricity Distributors* published by the Ontario Energy Board, and (b) are connected to the IESO-Controlled Grid.

“**Participant**” means the person who has signed this Agreement to be eligible to receive a Participant Incentive and whose Application has been accepted by the IESO.

“Participant Environmental Attributes” has the meaning provided in Section 12.a).

“Participant Incentive” means, in respect of the Retrofit Program, the financial incentives paid or payable to a Participant calculated by the IESO in accordance with the Program Requirements and this Agreement. For greater certainty, the Participant Incentive includes a Prescriptive Incentive and a Social Housing Adder.

“Participant Information” has the meaning provided in Section 20.a.).

“Period” has the meaning provided in Section 5.

“person” means a natural person, firm, trust, partnership, association, unincorporated organization, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, governmental authority or other entity of any kind.

“Post-Project Submission” means the submission made by the Participant via the Retrofit Portal after the completion of a Project, which shall include, without limitation, evidence of completion and implementation of the Project, verification of the Project’s Eligible Costs, in the form of accounting records and contractor invoices, and any other evidence required by the IESO (including visual inspections by the IESO or its service providers).

“Pre-Approval” means a notice from the IESO to the Participant via the Retrofit Portal that their Application has been reviewed and their Project deemed eligible for a Participant Incentive, and that the Participant may proceed with the Project in accordance with the Program Requirements and the notice.

“Prescriptive Incentive” means a Participant Incentive payable for the installation of a Prescriptive Measure, calculated as the lesser of:

- a) The Prescriptive Incentive calculated in accordance with the Prescriptive Worksheet(s);
- b) 50% of the Eligible Costs for a Project with Prescriptive Measures, up to a maximum of 55% of the Estimated Eligible Costs in the Application approved by the IESO; and
- c) \$1,000,000.

“Prescriptive Measure” means a Measure that replaces existing equipment with energy efficient equipment listed in a Prescriptive Worksheet.

“Prescriptive Worksheet” means the worksheets describing Prescriptive Measures, in the form made available by the IESO, as updated from time to time, and embedded in the Retrofit Portal.

“Program Operators” has the meaning given in Section 10.

“Program Requirements” means the program requirements for the Retrofit Program, as updated from time to time, and made available by the IESO on the Save on Energy website.

“Project” means one or more Measures that are expected to be undertaken in accordance with the eligibility requirements in the Program Requirements, as described in Schedule 3 to this Agreement.

“Recognized Farm Operation” means a farm property that possesses a farm business registration number, being the six to seven-digit number administered by Agricorp, an agency of the Government of Ontario.

“Retrofit Portal” means the IESO’s online portal for the Retrofit Program used for Application submissions, Pre-Approvals, Post-Project Submissions and approvals, and invoice submissions.

“Retrofit Program” has the meaning given in the Recitals of this Agreement.

“SHP Advance Incentive” means an Advance Incentive, provided at the IESO’s discretion, payable to a Social Housing Provider in the amount calculated by the IESO at its discretion up to a maximum of 50% of the total estimated Prescriptive Incentive (plus the Social Housing Adder, if any) payable to the Social Housing Provider upon request.

“Social Housing Adder” means a Participant Incentive payable to a Social Housing Provider for a Project in addition to a Prescriptive Incentive, calculated as the positive difference, if any, of:

- a) the Participant Incentive that would otherwise be payable for such Project had the applicant not been a Social Housing Provider, multiplied by two (2), up to a maximum of 50% of the Eligible Costs for such Project or a maximum of 55% of the Estimated Eligible Costs in the Application approved by the IESO in a Pre-Approval; and
- b) the Participant Incentive that would otherwise be payable for such Project had the applicant not been a Social Housing Provider.

The Social Housing Adder is payable subject to available IESO funds.

“Social Housing Provider” means a non-profit provider of assisted or social housing under a federal, provincial or municipally funded program, and includes, without limitation, non-profit corporations under the *Housing Services Act, 2011*, as amended or any successor legislation; public housing corporations owned by municipalities directly or through local housing corporations, non-profit housing co-operatives as defined in the *Co-operative Corporations Act*, non-profit housing corporations that manage or own residential buildings developed under the “Affordable Housing Program”, and non-profit organizations or municipal or provincial governments that manage or own residential supportive housing, shelters and hostels.

“Unitary AC Eligible Measures” means Prescriptive Measures that are unitary air-conditioning eligible measures.

“Unitary AC Eligible Measures Worksheet” means the Prescriptive Worksheet for the Unitary AC Eligible Measures, in the form made available by the IESO, as updated from time to time, and embedded in the Retrofit Portal.

“VFD or VD Compressor Eligible Measures” means Prescriptive Measures that are variable frequency drive or variable drive compressor eligible measures.

“VFD or VD Compressor Eligible Measures Worksheet” means the Prescriptive Worksheet for the VFD or VD Compressor Eligible Measures, in the form made available by the IESO, as updated from time to time, and embedded in the Retrofit Portal.

SCHEDULE 2 ELIGIBLE COSTS

Costs which are eligible to be included in the calculation of the Participant Incentives must be reasonable standard industry costs, be directly related to the procurement and implementation of the Measures, and be limited to:

- 1) for Prescriptive Measures:
 - a) cost of the equipment purchased;
 - b) cost of labour for equipment installed by a third party; and
 - c) costs to dispose of or decommission the replaced equipment.

For certainty, costs which are not eligible to be included in Eligible Costs include:

- 1) costs of the Participant's labour, service, administration or overhead that are not incurred by a third party;
- 2) financing costs including, but not limited to, costs associated with financing, leasing, and lease-to-own procurement arrangements and such other financing costs associated with leasing or borrowing capital;
- 3) insurance costs;
- 4) costs associated with post-installation work related to equipment maintenance or repair;
- 5) costs of spare parts, spare equipment or other inventories;
- 6) costs of purchase or lease of tools for equipment installation;
- 7) HST; and
- 8) any costs already covered by or will be covered by funding or grants funded by a Governmental Authority, whether administered by the IESO, a local electricity or gas distributor or any other party (unless funding is principally directed to Social Housing Providers and if such funding, when combined with the Participant Incentive, does not exceed the Project cost), or rebates from manufacturers, wholesalers, or other supply chain participants.

SCHEDULE 3 PROJECT ELIGIBILITY REQUIREMENTS

A project must:

- 1) be comprised of one or more Measures that:
 - a) produce Demand Savings and/or Energy Savings through an increase in energy efficiency as compared to the existing equipment being replaced; and
 - b) in the case where the Measure(s) being installed is not replacing any previously existing equipment, produce Demand Savings and/or Energy Savings through an increase in energy efficiency as compared to the equipment that would otherwise be installed in the absence of an available incentive under the Retrofit Program;
- 2) for Prescriptive Measures:
 - a) result in a minimum Participant Incentive of \$500; and
 - b) for the unplanned replacement of recently failed existing equipment with a Prescriptive Measure listed on the Unitary AC Eligible Measures Worksheet or the VFD or VD Compressor Eligible Measures Worksheet, have the following:
 - i) an Estimated Participant Incentive less than \$10,000; and
 - ii) an Application submitted within 45 days following the completion of such Project;
- 3) be located in a Facility;
- 4) not comprise the following:
 - a) an Application for Prescriptive Measures that proposes the replacement of existing equipment that was previously incented;
 - b) a Project that is split into smaller Projects across multiple Applications for the purpose of obtaining a higher Participant Incentive, circumventing any of the Program Requirements, or obtaining any other benefit under the Retrofit Program; or
 - c) a project that participated in a previous IESO or former Ontario Power Authority-funded program for the same Measures, unless evidence supports the installation of Measures in a different area of the Facility; and
- 5) have a Project completion date of no later than December 31, 2025.