

APPENDIX 1 – STANDARD DEFINITIONS –VERSION 1.1

The following terms shall have the meaning stated below when used in the HCI Contract:

1. **Aboriginal Consultation Requirements** has the meaning given to it in Exhibit J of the HCI Contract.
2. **Additional Contract Payment** has the meaning given to it, if any, in Exhibit B to the HCI Contract.
3. **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.
4. **Agreement** has the meaning given to it on the HCI Contract Cover Page.
5. **Amendment** means a change, revision or addition to the HCI Contract and **Amend** has a corresponding meaning.
6. **Ancillary Service** has the meaning given to it in the IESO Market Rules.
7. **Annual Operating Plan** has the meaning given to it in Section 14.3 of the HCI Contract.
8. **Approved Incremental Costs** has the meaning given to it in Exhibit B of the HCI Contract.
9. **Arbitration Panel** has the meaning given to it in Exhibit E of the HCI Contract.
10. **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.
11. **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.
12. **Availability** or **AV** has the meaning given to it in Exhibit D of the HCI Contract.
13. **Base Date** means the date set out on the HCI Contract Cover Page that is the effective date used to determine the Contract Price.
14. **Behind-the-Meter Facility** means a Facility that is connected to a Host Facility such that Electricity Delivered by such Facility is recorded on the Host Facility's electricity meter.
15. **Business Day** means any day that is not a Saturday, a Sunday, or a legal holiday in the Province of Ontario.
16. **Capacity Products** means any products related to the rated, continuous load-carrying capability of a Facility to generate and Deliver Electricity at a given time.
17. **Cents** or **¢** means hundredths of a Dollar.
18. **Claim** means a claim or cause of action in contract, in tort, under any Laws and Regulations, or otherwise.

19. **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 HCI 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.
20. **Company Representative** has the meaning given to it in Section 14.1 of the HCI Contract.
21. **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 HCI 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 HCI 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.
22. **Confidentiality Undertaking** has the meaning given to it in Subsection 7.1(c) of the HCI Contract.
23. **Connection Agreement** means the agreement or agreements required to be entered into between the LDC or Transmitter, as applicable and the Supplier (or if the Facility is a Behind-the-Meter Facility, between the LDC or Transmitter, as applicable and the Supplier or the Host Facility) with respect to the connection of the Facility (or the Host Facility, if applicable) to a Distribution System 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.
24. **Connection Costs** means those costs, which may include design, engineering, procurement, construction, installation and commissioning costs, related to the reliable connection of the Facility to the Transmission System, a Distribution System, or Host Facility as applicable, as more particularly specified pursuant to the System Impact Assessment, Customer Impact Assessment and Connection Impact Assessment, as applicable. For greater certainty, Connection Costs do not include Network Upgrade Costs.
25. **Connection Impact Assessment** means an assessment conducted by an LDC to determine the impact on the Distribution System of connecting the Facility to its Distribution System.
26. **Connection Point** means:
 - (a) where the Facility is not a Behind-the-Meter Facility, the electrical connection point between the Facility and a Distribution System 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 Facility is a Behind-the-Meter Facility, the electrical connection point between the Facility and the Host Facility where Electricity is injected into the Host Facility's electrical system.
27. **Contract Capacity** means the capacity of the Facility as set out on the HCI Contract Cover Page.

28. **Contract Date** means the effective date of the HCI Contract, as set out on the HCI Contract Cover Page.
29. **Contract Payment** means all payments to a Supplier under a HCI 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 HCI Contract.
30. **Contract Price** means the price as of a particular Base Date and set out on HCI Contract Cover Page.
31. **Contract Year** means a twelve (12) month period which begins on the Term Commencement Date or an anniversary thereof, during the Term.
32. **Control** means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty per cent (50%) or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise, and **Controlled by** has a corresponding meaning.
33. **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.
34. **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.
35. **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.
36. **Disclosing Party** means, with respect to Confidential Information, the Party and/or its Representatives providing or disclosing such Confidential Information and may be the Sponsor or the Supplier, as applicable.
37. **Discriminatory Action** has the meaning given to it in Section 12.1 of the HCI Contract.
38. **Distribution System** means a system connected to the IESO-Controlled Grid for distributing Electricity at voltages of 50 kilovolts or less, and includes any structures, equipment or other things used for that purpose, provided that a Distribution System shall be deemed not to include any equipment controlled by the System Operator pursuant to the Distribution System Code.

39. ***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.
40. ***Dollar*** or ***\$*** means Canadian dollars and Cents, unless otherwise specifically set out to the contrary.
41. ***Electricity*** means electric energy, measured in kWh.
42. ***Electricity Act*** means the *Electricity Act, 1998* (Ontario).
43. ***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.
44. ***Environmental Attributes*** means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with the Facility or the output of the Facility, now or in the future, and the right to quantify and register these with competent authorities, including:
- (a) all right, title, interest and benefit in and to any renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance or other proprietary or contractual right, whether or not tradable, resulting from the actual or assumed displacement of emissions by the production of Electricity from the Facility as a result of the utilization of renewable energy technology;
 - (b) rights to any fungible or non-fungible attributes or entitlements relating to environmental impacts, whether arising from the Facility itself, from the interaction of the Facility with the IESO-Controlled Grid, a Distribution System or the Host Facility, or because of Laws and Regulations or voluntary programs established by any Governmental Authority;
 - (c) any and all rights, title and interest relating to the nature of an energy source (including a Renewable Fuel) as may be defined and awarded through Laws and Regulations or voluntary programs, including all Emission Reduction Credits; and
 - (d) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing which may be available in connection with the Facility,
- but excluding:
- (e) such other items as the Sponsor may determine in its sole discretion at any time and from time to time, such excluded items to be posted on the Website and revised periodically.

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

45. **EPT** means Eastern Prevailing Time.
46. **Escalation Percentage** means the percentage of the Contract Price that escalates on the basis of increases in CPI, as set out on the HCI Contract Cover Page.
47. **EST** means Eastern Standard Time.
48. **Event of Default** means an event of default by the Supplier or the Sponsor.
49. **Facility** means the electricity generating facility described in Exhibit A, that is owned, leased or otherwise controlled by the Supplier for the Term, which generates Electricity exclusively from waterpower 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.
50. **Facility Amendment** has the meaning given to it in Section 2.6 of the HCI Contract.
51. **FIPPA** means the *Freedom of Information and Protection of Privacy Act* (Ontario).
52. **FIPPA Records** has the meaning given to it in Section 7.5 of the HCI Contract.
53. **FIT** or **Feed-In Tariff** means the renewable energy feed-in tariff program established by the Sponsor.
54. **Force Majeure** has the meaning given to it in Section 10.3 of the HCI Contract.
55. **Future Contract Related Products** means all Related Products that relate to the Facility and that were not capable of being traded or sold by the Supplier in the IESO-Administered Markets or other markets on or before the Contract Date.
56. **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.
57. **Government of Canada** means Her Majesty the Queen in right of Canada.
58. **Government of Ontario** means Her Majesty the Queen in right of Ontario.
59. **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.
60. **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 System Operator, the OEB,

the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority.

61. **HCI Contract** means the agreement entered into between a Supplier and the Sponsor comprised of the HCI Contract Cover Page, the general terms and conditions these Standard Definitions, and the other Exhibits are attached, as amended, restated or replaced from time to time.
62. **HCI Contract Cover Page** means the front page of the HCI Contract setting out specific features of the Facility, including the applicability of the Peak Performance Factor and the applicable versions of Exhibits A and B.
63. **Host Facility** means a facility which:
 - (a) the 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).
64. **Hourly Delivered Electricity** means:
 - (a) the Electricity generated and Delivered by the Facility during any hour; and
 - (b) 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.
65. **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.
66. **HST** means all taxes payable under Part IX of the *Excise Tax Act* (Canada) (including where applicable both the federal and provincial portion of those taxes) or under any provincial legislation imposing a similar value added or multi-staged tax.
67. **IESO-Administered Markets** has the meaning given to it by the IESO Market Rules.
68. **IESO-Controlled Grid** has the meaning given to it by the IESO Market Rules.
69. **IESO Market Rules** means the rules made under Section 32 of the Electricity Act, together with all market manuals, policies, and guidelines issued by the System Operator, as may be amended from time to time.
70. **including** means including (or includes) without limitation.
71. **Indemnitees** has the meaning given to it in Section 13.3 of the HCI Contract.
72. **Indemnifiable Loss** has the meaning given to in Section 13.3 of the HCI Contract.
73. **Indexed Contract Price** means the Contract Price adjusted for increases in CPI pursuant to Exhibit B of the HCI Contract.

74. **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).
75. **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.
76. **ITA** means the *Income Tax Act* (Canada).
77. **kW** means kilowatt and **kWh** means kilowatt-hour.
78. **Laws and Regulations** means:
- (a) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes;
 - (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
 - (c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority;
 - (d) any requirements under or prescribed by applicable common law;
 - (e) the Retail Settlement Code, the Distribution System Code, the Transmission System Code and any other codes issued by the OEB; and
 - (f) the IESO Market Rules, as well as any manuals or interpretation bulletins issued by the System Operator from time to time that are binding on the Supplier.
79. **LDC** means the owner or operator of a Distribution System who is licensed by the OEB as an "electricity distributor".
80. **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.
81. **Location** means the real property on, over, in or under which the Facility is situated, being the location identified in the HCI Contract.
82. **Long Term Operating Plan** has the meaning given to it in Section 14.3 of the HCI Contract.
83. **Market Participant** has the meaning given to it by the IESO Market Rules.

84. **Market Settlement Charges** means all market settlement amounts and charges described in Chapter 9 of the IESO Market Rules.
85. **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 HCI Contract.
86. **Metered Market Participant** has the meaning given to that term by the IESO Market Rules.
87. **Metering Plan** means the plan attached as Exhibit F to the HCI Contract.
88. **MVPortal** or **MV-Web** means the internet-based communications interface application for Market Participants supplied by the System Operator 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.
89. **MW** means megawatt and **MWh** means megawatt-hour.
90. **Nameplate Capacity** means the manufacturer's total installed rated capacity of the Facility to generate Electricity as specified on the HCI Contract Cover Page.
91. **Network Upgrade Costs** means those costs related to Network Upgrades. For greater certainty, Network Upgrade Costs shall not include Connection Costs.
92. **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 Local 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.
93. **New Agreement** means a new agreement substantially in the form of the HCI Contract and for the then balance of the Term (had the HCI 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.
94. **Notice** has the meaning given to it in Section 14.6.
95. **OEB** means the Ontario Energy Board or its successor.
96. **Off-Peak Hour** means any hour that is not an On-Peak Hour.
97. **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 (8) hour block on Business Days that is designated by the Sponsor from time to time, and posted on the Website with at least thirty (30) days' notice of any such change.
98. **Other Suppliers** means all of the other suppliers that have a HCI Contract with the Sponsor or other bilateral arrangements with the Sponsor similar in nature to this Agreement.
99. **Outage** means the removal of equipment from service, unavailability for connection of equipment or temporary de-rating, restriction of use or reduction in performance of equipment for any

reason, including to permit the performance of inspections, tests, repairs or maintenance on equipment, which results in a partial or total interruption in the ability of the Facility to make the Contract Capacity available and Deliver the Electricity from the Facility.

100. **Party** means any one of the Supplier and the Sponsor, and the Sponsor and the Supplier are collectively referred to as the **Parties**.
101. **Payment Date** has the meaning given to it in Subsection 4.2(c) or Subsection 4.3(b) of the HCI Contract, as applicable.
102. **Peak Performance Factor** means 1.35 for all On-Peak Hours and 0.90 for all Off-Peak Hours.
103. **Performance Security** means financial security in the amount of \$10,000 per MW of Nameplate Capacity that the Supplier must provide and maintain with the Sponsor in accordance with Article 5 of the HCI Contract as security for the performance of the Supplier's obligations under the HCI Contract.
104. **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.
105. **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.
106. **Prescribed Form** means, in relation to a form, the latest version of the corresponding form appearing on the Website, as may be amended or replaced by the Sponsor from time to time and without notice to the Supplier.
107. **Receiving Party** means, with respect to Confidential Information, the Party receiving Confidential Information and may be the Sponsor or the Supplier, as applicable.
108. **Registered Facility** has the meaning given to it in the IESO Market Rules.
109. **Regulatory Environmental Attributes** has the meaning given to it in Subsection 2.11(c) of the HCI Contract.
110. **Related Products** means all Capacity Products, Ancillary Services, transmission rights and any other products or services that may be provided by the Facility from time to time, excluding Environmental Attributes produced by the Facility 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.
111. **Replacement Provision(s)** has the meaning given to it in Section 1.7 of the HCI Contract.
112. **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. In the case of the Sponsor, this definition shall also include the Government of Ontario and their respective directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents.
113. **Request** has the meaning given to it in Exhibit E of the HCI Contract.

114. **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.
115. **Rules** has the meaning given to it in Exhibit E of the HCI Contract.
116. **Sales Tax** means HST.
117. **Secured Lender** means the lender(s) under a Secured Lender's Security Agreement.
118. **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.
119. **Senior Conference** has the meaning given to it in Section 15.1 of the HCI Contract.
120. **Settlement Period** has the meaning given to it in Subsection 4.2(b) or Subsection 4.3(b) of the HCI Contract, as applicable.
121. **Site-Specific Losses** means Electricity losses due to line resistance, the operation of transformers and switches, and other associated losses of Electricity generated by the Facility which may occur as a result of the difference between the location of the meter and the Connection Point, as determined pursuant to loss factors applied in accordance with the Retail Settlement Code and other applicable regulatory instruments.
122. **Special Provisions** means any written amendment to these General Terms and Conditions or Standard Definitions as may be provided for in Exhibit K.
123. **Sponsor** means the Independent Electricity System Operator of Ontario established under Part II of the Electricity Act, being the Party described in the opening paragraph of this Agreement, and its successors and assigns.
124. **Sponsor Event of Default** has the meaning given to it in Section 9.3 of the HCI Contract.
125. **Sponsor Statement** has the meaning given to it in Subsection 11.2(g) of the HCI Contract.
126. **Standard Definitions** means these definitions which are applicable and appended to the HCI Contract.
127. **Statement** has the meaning given to it in Subsection 4.2(b) or Subsection 4.3(b) of the HCI Contract, as applicable.
128. **Station Service** means the Electricity used at the Facility for excitation, on-site maintenance and operation of auxiliary and other facilities, essential to the operation of the Facility.
129. **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.

130. **Supplier** means the Person identified as the supplier on the HCI Contract Cover Page, and, as applicable, its heirs, estate trustees, personal and legal representatives, successors and permitted assigns.
131. **Supplier Event of Default** has the meaning given to it in Section 9.1 of the HCI Contract.
132. **Supplier's Economics** means the net present value of the revenues from the Hourly Delivered Electricity and Related Products in respect of the Facility that are reasonably forecast to be earned by a Supplier, net of any costs that such Supplier would reasonably be expected to incur in respect of the Facility, and taking into account any Commercially Reasonable Efforts the Supplier is reasonably expected to take to mitigate the effect of any IESO Market Rule amendments or Discriminatory Actions, such as by mitigating operating expenses and normal capital expenditures of the business of the generation and delivery of the Hourly Delivered Electricity and Related Products in respect of the Facility.
133. **Supplier's Interest** means the right, title and interest of the Supplier in or to the Facility and the HCI Contract or any benefit or advantage of any of the foregoing.
134. **System Impact Assessment** means a study conducted by the System Operator pursuant to Section 6.1.5 of Chapter 4 of the IESO Market Rules, to assess the impact of the modification of an existing connection of a Facility on the performance of the IESO-Controlled Grid and the reliability of the integrated power system.
135. **System Operator** means the Independent Electricity System Operator established under Part II of the Electricity Act, and its successors, acting pursuant to its authority to make, administer and enforce the IESO Market Rules.
136. **Taxes** means all ad valorem, property, occupation, severance, production, governmental charges, utility, gross production, gross receipts, HST, value-added, sales, stamp, use, excise, levies, countervailing, anti-dumping and special import measures, imposts, duties including customs' duties, fees, withholdings, assessments, premiums, deductions, taxes based on profits, net income or net worth and any other taxes or charges whatsoever, whether directly or indirectly imposed, assessed, levied or collected by any Governmental Authority, together with interest thereon and penalties with respect thereto.
137. **Term** has the meaning given to it in Section 8.1 of the HCI Contract.
138. **Term Commencement Date** means the beginning of the hour ending 01:00 (EST) on the date set out in the HCI Contract Cover Page.
139. **Termination Date** means the date on which the HCI Contract terminates as a result of an early termination of the HCI Contract in accordance with its provisions.
140. **Total Contract Price** or **TCP** means the Contract Price as adjusted in accordance with the terms of the HCI Contract.
141. **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.
142. **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.

143. **Transmitter** means a Person licensed as a “transmitter” by the OEB in connection with a Transmission System.
144. **Waterpower Rights** means, with respect to a Facility utilizing waterpower, (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 and Forestry; (ii) any “Federal Licence” entered into with Her Majesty the Queen in right of Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency; or (iii) any substantially equivalent Governmental Approval.
145. **Website** means such website as the Sponsor shall designate from time to time.