

Applicability

1(1) The attached **system access service** agreement proformas are used for **system access services** provided under:

- (a) Rate DTS, *Demand Transmission Service*;
- (b) Rate STS, *Supply Transmission Service*;
- (c) Rate DOS, *Demand Opportunity Service*;
- (d) Rate XOS and Rate XOM, *Export Service*; and
- (a) Rate IOS, *Import Opportunity Service*.

(2) The attached construction commitment agreement proforma is used for requests for **system access service** under section 6 of the **ISO tariff**, *Financial Obligations for Connection Projects*.

Revision History

Effective	Description
<u>2023-XX-XX</u>	<u>Revised as applied for in the AESO 2022 ISO Tariff Modernization Application.</u>
2021-01-01	Revised, as approved in Commission Decision 25175-D02-2020 issued on November 30, 2020, revised Appendix naming as approved in Commission Decision 26054-D01-2020 issued on December 18, 2020.
2021-01-01	Revised, as approved in Commission Decision 25175-D02-2020 issued on November 30, 2020.
2015-07-01	Updated subsections, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

[insert **Substation Name and No** **Service Description** – DTS - Date – Project No]

**SYSTEM ACCESS SERVICE AGREEMENT
FOR DEMAND TRANSMISSION SERVICE RATE**
(“DTS Agreement”)

This DTS Agreement is made effective as of the Effective Date.

Between:

Independent System Operator, operating as AESO,
a statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary, in the Province of Alberta
(the “ISO”)

and

[insert legal name of corporation or partnership],
a [corporation, incorporated] [partnership organized] pursuant to the laws of XXX,
with office[s] in the City of [insert city], in the Province of [insert province]
(the “market participant”)

RECITALS:

- A. This DTS Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under Rate DTS of the **ISO tariff**.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This DTS Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this DTS Agreement by reference.

In consideration of the premises to this DTS Agreement, the mutual covenants and agreements set forth in this DTS Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) Unless otherwise defined in this DTS Agreement, bolded terms, not including headings, used in this DTS Agreement have the meanings given to them in the *Consolidated Authoritative Document Glossary*. Capitalized terms have the meanings given to them in the preamble or body of this DTS Agreement, including:
 - i. “DTS Agreement” means this System Access Service Agreement for Demand Transmission Service Rate; and

- ii. “Effective Date” means the date that is this DTS Agreement comes into effect, in accordance with Section 2 below.
- (b) Should the **ISO tariff, ISO rules** or *Consolidated Authoritative Document Glossary* be amended from time to time during the term of this DTS Agreement by approval of the **Commission**, then such amended **ISO tariff, ISO Rules or Consolidated Authoritative Document Glossary** will apply to this DTS Agreement and this DTS Agreement shall be deemed amended upon each such approval.
- (c) In the event of any conflict or inconsistency between this document and the **ISO tariff**, the latter shall prevail.

2. EFFECTIVE DATE

- (a) If the construction of **transmission facilities** is required for a connection project, this **DTS Agreement** becomes effective immediately following the later of:
 - (i) the issuance by the **Commission** of the permit(s) and licence(s) required to construct and operate the **transmission facilities**;
 - (ii) if applicable, the receipt by the **market participant** of the following regulatory approvals;
[list approvals, if applicable];
and
 - (iii) if applicable, the successful resolution of the following non-financial matters:
[list non-financial matters].
- (b) If the construction of transmission facilities is not required for a connection project, this **DTS Agreement** becomes effective on the day it is executed.,

3. SERVICE AND POINT(s) OF DELIVERY

Point(s) of delivery is/are located at and described as follows:

Service Description: [insert service description]

Substation name(s) and #: [Name of Substation
(123S)]

Legal Subdivisions (LSD): [insert WxM]

Measurement Point Identification(s) (MPID):(s): [insert assigned number]

4. CONTRACT CAPACITY

Contract capacity is the following amounts for and during the following periods:

~~[insert capacity] MW — from a contract capacity start date of [insert date] up to and including [insert date];~~

~~[insert capacity] MW — from a contract capacity start date of [insert date] up to and including [insert date]; and~~

~~[insert capacity] MW — from a contract capacity start date of [insert date] for the balance of the term of this DTS Agreement.~~

5. COMMERCIAL OPERATION

~~Upon completion~~For purposes of the ISO tariff, commissioning for a load market participant ends and provided that the ISO is satisfied with commercial operation begins 90 days from the same contract capacity date specified in Section 4 of this DTS Agreement, unless agreed to otherwise in writing between the ISO must provide notice to and the market participant confirming that the facility may begin commercial operation.

6. SETTLEMENT

The ISO must charge, and the market participant must pay, amounts in accordance with Rate DTS commencing in the settlement period in which the ISO commences the provision of system access service to the market participant.

7. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section 8 and 9 of this DTS Agreement, the ISO must provide system access service under Rate DTS to the market participant at the point(s) of delivery at the contract capacity pursuant to Sections 23 and 34 of this DTS Agreement.

8. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

If the market participant takes system access service under Rate DTS, the market participant must take such system access service at the point(s) of delivery at the contract capacity pursuant to Sections 23 and 34 of this DTS Agreement.

9. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The market participant must pay to the ISO for system access service under Rate DTS during the term of this DTS Agreement the amount required pursuant to Rate DTS.

10. OTHER RATES AND CONDITIONS

(a) The primary service credit is applicable under this DTS Agreement.

Yes ☐

No ☐

(b) This ~~point-of-delivery~~service is designated to provide underfrequency load shedding.

Yes ☐

No ☐

- (c) The **market participant** is required to comply with a connection **remedial action scheme** for this **point of delivery service**.

Yes ☐

No ☐

11. TERM

This DTS Agreement commences on the Effective Date and continues unless it is terminated in accordance with the **ISO tariff**.

12. PRIOR AGREEMENTS

This DTS Agreement supersedes and replaces, as of the Effective Date, any other agreement for **system access service** under Rate DTS between the parties at the **point of delivery**.

13. MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES

The **market participant** represents and warrants to the **ISO** as follows:

- (a) the **market participant** is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;
- (b) this DTS Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
- (c) the authorization, execution and performance by the **market participant** of this DTS Agreement:
 - (i) does not and will not violate any laws applicable to the **market participant**; and
 - (ii) is not in contravention of its constituting documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

14. NOTICES

- (a) A notice must be provided in accordance with subsection 12.4 of the **ISO tariff, Miscellaneous**. The **market participant's** address for notices is:

Attention: _____

Telephone: _____

Fax: _____

Email: _____

- (b) The **market participant's** address for invoices, if different from the address for notices, is:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

- (c) The **market participant** must provide any changes to its address(es) to the **ISO** using the method posted on the AESO website as updated from time to time.

15. AMENDMENTS

- (a) The parties acknowledge that either may request an amendment to this DTS Agreement. The **market participant** must request such an amendment by complying with the procedure for amending DTS Agreements posted by the **ISO** on its website or, if such procedure is not posted, by providing notice to the **ISO**.
- (b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff, ISO rules and Consolidated Authoritative Document Glossary** may be amended from time to time during the term of this DTS Agreement by approval of the **Commission** and that this DTS Agreement is deemed amended upon each such approval.
- (c) Subject to subsection 15(b) of this DTS Agreement, this DTS Agreement may only be amended by written instrument executed by the **ISO** and the **market participant**.

16. MISCELLANEOUS

- (a) Section 9 will survive the termination of this DTS Agreement for either the time provided for in such section or the longest period provided by law.
- (b) This DTS Agreement will enure to the benefit and be binding upon the parties to this DTS Agreement and their respective successors and permitted assigns.
- (c) No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this DTS Agreement will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.
- (d) Time is of the essence.
- (e) This DTS Agreement is governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.
- (f) Whenever possible, each provision of this DTS Agreement must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this DTS Agreement is intended to be severable and if a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision will be severed from this DTS Agreement and will not affect the legality, validity or enforceability of the remainder of this DTS Agreement or any other provision of this DTS Agreement.

- (g) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as is reasonably required in order to fully perform and carry out the terms of this DTS Agreement.
- ~~(h)~~ The parties may execute this DTS Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so executed and delivered, and all such counterparts taken together will constitute one instrument.

By signing this DTS Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this DTS Agreement.

ISO, operating as AESO

Per: _____ Date: _____

Name:

Title:

[insert legal name of corporation or partnership]

Per: _____ Date: _____

Name:

Title:

[Insert ~~Substation Name and No~~Service Description – STS – Date – Project No]

**SYSTEM ACCESS SERVICE AGREEMENT
FOR SUPPLY ~~TRANSMISSION SERVICE RATE~~TRANSMISSION SERVICE RATE
("STS Agreement")**

This STS Agreement is made effective as of the Effective Date.

Between:

Independent System Operator, operating as AESO,
a statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary, in the Province of Alberta
(the "ISO")

and

[insert legal name of corporation or partnership],
a [corporation, incorporated] [partnership organized], pursuant to the laws of XXX,
with office[s] in the City of [insert city], in the Province of [insert province]
(the "market participant")

RECITALS:

- A. This STS Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under Rate STS of the **ISO tariff**.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This STS Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this STS Agreement by reference.

In consideration of the premises to this STS Agreement, the mutual covenants and agreements set forth in this STS Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) Unless otherwise defined in this STS Agreement, bolded terms, not including headings, used in this STS Agreement have the meanings given to them in the *Consolidated Authoritative Document Glossary*. Capitalized terms have the meanings given to them in the preamble or body of this STS Agreement, including:
 - i. "STS Agreement" means this System Access Service Agreement for Supply Transmission Service Rate; and

- ii. “Effective Date” means the date that this STS Agreement comes into effect in accordance with Section 2 below.
- (b) Should the **ISO tariff**, **ISO rules** or *Consolidated Authoritative Document Glossary* be amended from time to time during the term of this STS Agreement by approval of the **Commission**, then such amended **ISO tariff**, **ISO Rules** or *Consolidated Authoritative Document Glossary* will apply to this STS Agreement and this STS Agreement shall be deemed amended upon each such approval.
- (c) In the event of any conflict or inconsistency between this document and the **ISO tariff**, the latter shall prevail.

2. EFFECTIVE DATE

- (a) If the construction of **transmission facilities** is required for a connection project, this **STS Agreement** becomes effective immediately following the later of:
- (i) the issuance by the **Commission** of the permit(s) and licence(s) required to construct and operate the **transmission facilities**;
- (ii) if applicable, the receipt by the **market participant** of the following regulatory approvals;
- [list approvals, if applicable];
- and
- (iii) if applicable, the successful resolution of the following non-financial matters:
- [list non-financial matters].
- (b) If the construction of transmission facilities is not required for a connection project, this **STS Agreement** becomes effective on the day it is executed.

3. SERVICE AND POINT(S) OF SUPPLY

Point(s) of supply is/are located at and described as follows:

Service Description: [insert service description]

Substation name(s) and #: _____ [Name of
Substation (123S)]

Legal Subdivisions (LSD): [insert WxM]

Measurement Point Identification(s) (MPID)(s): [insert assigned number]

4. CONTRACT CAPACITY

Contract capacity is the following amounts for and during the following periods:

_____ [insert capacity] MW from a capacity start date of [insert date] up to and including :[insert date]:

[insert capacity] MW from a capacity start date of [insert date] up to and including :[insert date]:
and

[insert capacity] MW from a capacity start date of [insert date] for the balance of the term of this
STS Agreement.

5. COMMERCIAL OPERATION

Upon completion of **commissioning** and provided that the **ISO** is satisfied with the same, the **ISO** must provide notice to the **market participant** confirming that the facility may begin **commercial operation**.

6. SETTLEMENT

The **ISO** must charge, and the **market participant** must pay, amounts in accordance with Rate STS commencing in the **settlement period** in which the **ISO** commences the provision of **system access service** to the **market participant**.

7. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section 8 and 9 of this STS Agreement, the **ISO** must provide **system access service** under Rate STS to the **market participant** at the **point(s) of supply** at the **contract capacity** pursuant to sections ~~23~~ and ~~34~~ of this STS Agreement.

8. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

If the **market participant** takes **system access service** under Rate STS, the **market participant** must take such service at the **point of supply** at the **contract capacity** pursuant to sections 2 and 3 of this STS Agreement.

9. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The **market participant** must pay to the **ISO** for **system access service** under Rate STS during the term of this **STS Agreement** the amount required pursuant to Rate STS.

10. OTHER CONDITIONS

The **market participant** is required to comply with a connection **remedial action scheme** for this ~~point of supply service~~.

Yes ☐

No ☐

11. TERM

This STS Agreement commences on the Effective Date and continues unless it is terminated in accordance with the **ISO tariff**.

12. PRIOR AGREEMENTS

This STS Agreement supersedes and replaces, as of the Effective Date, any other agreement for **system access service** under Rate STS between the parties at the **point of supply**.

13. MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES

The **market participant** represents and warrants to the **ISO** as follows:

- (a) the **market participant** is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;
- (b) this STS Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
- (c) the authorization, execution and performance by the **market participant** of this STS Agreement:
 - (i) does not and will not violate any laws applicable to the **market participant**; and
 - (ii) is not in contravention of its constating documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

14. NOTICES

- (d) A notice must be provided in accordance with subsection 12.4 of the **ISO tariff, Miscellaneous**. The **market participant's** address for notices is:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

- (e) The **market participant's** address for invoices, if different from the address for notices, is:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

- (f) The **market participant** must provide any changes to its address(es) to the **ISO** using the method posted on the AESO website as updated from time to time.

15. AMENDMENTS

- (a) The parties acknowledge that either may request an amendment to this STS Agreement. The **market participant** must request such an amendment by complying with the procedure for amending STS Agreements posted by the **ISO** on its website or, if such procedure is not posted, by requesting providing notice to the **ISO**.
- (b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff**, **ISO rules**, and *Consolidated Authoritative Document Glossary* may be amended from time to time during the term of this STS Agreement by approval of the **Commission** and that this STS Agreement is deemed amended upon each such approval.
- (c) Subject to Section 15(b) of this STS Agreement, this STS Agreement may only be amended by written instrument executed by the **ISO** and the **market participant**.

16. MISCELLANEOUS

- (a) Section 9 will survive the termination of this STS Agreement for either the time provided for in such section or the longest period provided by law.
- (b) This STS Agreement will enure to the benefit and be binding upon the parties to this STS Agreement and their respective successors and permitted assigns.
- (c) No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this STS Agreement will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.
- (d) Time is of the essence.
- (e) This STS Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.
- (f) Whenever possible, each provision of this STS Agreement must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this STS Agreement is intended to be severable and if a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision will be severed from this STS Agreement and will not affect the legality, validity or enforceability of the remainder of this STS Agreement or any other provision of this STS Agreement.
- (g) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as is reasonably required in order to fully perform and carry out the terms of this STS Agreement.
- (h) The parties may execute this STS Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so executed and delivered, and all such counterparts taken together will constitute one instrument.

[Remainder of page intentionally left blank. Signature page to follow.]

By signing this STS Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this STS Agreement.

ISO, operating as AESO

Per: _____ Date: _____

Name:

Title:

[insert legal name of corporation or partnership]

Per: _____ Date: _____

Name:

Title:

ISO Tariff – Appendix A

System Access Service Agreement Proforma for Rate DOS, Demand Opportunity Service



A **market participant** applying for pre-qualification for demand opportunity service should review the terms and conditions of such service contained in the **ISO tariff** and any other related information documents that appear on the **ISO's** website from time to time.

This application, if approved by the **ISO**, sets the parameters for a **market participant's** demand opportunity service transaction requests throughout the 12 months following such approval. Pre-qualification does not obligate the **ISO** to approve, or the **market participant** to request, any demand opportunity service. A non-refundable fee of \$5000.00 is payable with this application.

Unless otherwise defined in this application, bolded terms, not including headings, used in this application have the meanings given to them in the *Consolidated Authoritative Document Glossary*. Capitalized terms have the meanings given to them in the preamble or body of this application.

Application Details

Market participant: _____

Party administering demand opportunity service on behalf of the **market participant**:

Market participant ☐ or ☐ company name:

Name of primary contact of administrator: _____

Phone: _____ Fax: _____ Email: _____

Facility name: _____

Facility location: LSD _____ SEC _____ TWP _____ RGE _____ MER _____

Connected substation (name and number): _____

Point(s) of delivery: _____

Current demand transmission service **contract capacity** at the **point(s) of delivery:** _____

Is this an application to renew a current pre-qualification? Yes ☐ No ☐

Technical and Commercial Information

The following information is required in order for the **ISO** to determine whether the proposed use of demand opportunity service complies with the criteria set out in the **ISO tariff**.

- Requested start date: _____
- End date: Twelve (12) months from requested start date
- Requested demand opportunity service capacity: _____ MW
- Anticipated frequency of use: _____

- Total MWhs per month: _____
- Type of demand opportunity service expected to be used:

DOS 7 minute ☐

DOS 1 hour ☐

DOS Term ☐

Technical Information: Please provide the following in an attachment labeled “Schedule A”.

1. Load characteristic (static, synchronous machine or induction machine);
2. Approximate load factor (demand opportunity service specific load only); and
3. Expected **power factor**.

Schedule A: ☐ Attached

Commercial Information: Please read the eligibility criteria in the **ISO tariff** and provide a comprehensive business case in an attachment labeled “Schedule B” demonstrating that the proposed use of demand opportunity service complies with those criteria. The business case must provide enough information to satisfy the **ISO** that the proposed use of electricity under demand opportunity service would not occur at the standard Rate DTS. The business case normally pertains to the end-user’s commercial circumstances and the end-user must be prepared to provide any additional information that the **ISO** reasonably requests.

Schedule B: ☐ Attached

Undertaking

The **market participant** undertakes to notify the **ISO** upon the occurrence of a financial, operational, and/or technical change, where such changes materially impacts the assumptions contained within the attached business case (“Schedule B”). Failure to provide such information to the **ISO** in a timely and comprehensive manner may result in the **ISO** auditing and/or reassessing the eligibility of the **market participant** to be pre-qualified for the use of demand opportunity service. Further, the **market participant** undertakes that the use of demand opportunity service contemplated in the business case will not be modified.

The **market participant** confirms that the contents of this application are true.

Market participant:

Name:
(Print name)

Title:
(Print title)

Signature:

Date:

Please complete and send to the Alberta Electric System Operator.

Mail: 2500, 330 – 5th Avenue SW
Calgary, Alberta T2P 0L4

Attention: Commercial Services

Email: dos.applications@aeso.ca

SYSTEM ACCESS SERVICE AGREEMENT
FOR RATE XOS AND RATE XOM, EXPORT SERVICE
(“Export Agreement”)

This Export Agreement effective the 1st day of _____, 202____ (the “Effective Date”).

Between:

Independent System Operator, operating as AESO
a statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary, in the Province of Alberta

(the “ISO”)

and

[insert legal name of corporation or partnership],
a **[corporation, incorporated] [partnership organized]**, pursuant to the laws of XXX,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**
(the “**market participant**”)

RECITALS:

- A. This Export Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under:
- Rate XOS of the **ISO tariff**, *Export Opportunity Service*;
 - Rate XOM of the **ISO tariff**, *Export Opportunity Merchant Service*; or
 - both.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This Export Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this Export Agreement by reference.

In consideration of the premises to this Export Agreement, the mutual covenants and agreements set forth in this Export Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) Unless otherwise defined in this Export Agreement, bolded terms, not including headings, used in this Export Agreement have the meanings given to them in the *Consolidated Authoritative Document Glossary*. Capitalized terms have the meanings given to them in the preamble or body of this Export Agreement, including:

- i. “Export Agreement” means this System Access Service Agreement for Rate XOS and RATE XOM, Export Service;
 - ii. “Effective Date” means date that the Export Agreement comes into effect, as stated in the preamble of this Export Agreement; and
 - iii. “Point of Interconnection” means the British Columbia **Intertie**, Saskatchewan **Intertie** or Montana **Intertie**, as indicated in section 2 of this Export Agreement.
- (b) Should the **ISO tariff**, **ISO rules** or *Consolidated Authoritative Document Glossary* be amended from time to time during the term of this Export Agreement by approval of the **Commission**, then such amended **ISO tariff**, **ISO Rules** or *Consolidated Authoritative Document Glossary* will apply to this Export Agreement and this Export Agreement shall be deemed amended upon each such approval.
- (c) In the event of any conflict or inconsistency between this document and the **ISO tariff**, the latter shall prevail.

2. POINT OF INTERCONNECTION

☐ British Columbia **Intertie** ☐ Saskatchewan **Intertie** ☐ Montana **Intertie**

3. SETTLEMENT

The **ISO** must charge, and the **market participant** must pay, amounts in accordance with Rate XOS or Rate XOM, as applicable, commencing on [insert date].

4. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section 5 and 6 of this Export Agreement, the **ISO** must provide **system access service** under Rate XOS or Rate XOM, as applicable, to the **market participant** at the Point of Interconnection pursuant to Section 2 of this Export Agreement.

5. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

If the **market participant** takes **system access service** under Rate XOS or Rate XOM, as applicable, the **market participant** must take such **system access service** at the Point of Interconnection pursuant to Section 2 of this Export Agreement.

6. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The **market participant** must pay to the **ISO** for **system access service** under Rate XOS or Rate XOM, as applicable, during the term of this Export Agreement the amount required pursuant to Rate XOS or Rate XOM, as applicable.

7. TERM

This Export Agreement commences on the Effective Date and continues for a term of one (1) year, expiring on , 202 .

8. PRIOR AGREEMENTS

This Export Agreement supersedes and replaces, as of the Effective Date, any other agreement for **system access service** under Rate XOS or Rate XOM, as applicable, between the parties at the Point of Interconnection pursuant to Section 2 of this Export Agreement.

9. MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES

The **market participant** represents and warrants to the **ISO** as follows:

- (a) the **market participant** is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;
- (b) this Export Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
- (c) the authorization, execution and performance by the **market participant** of this Export Agreement:
 - (i) does not and will not violate any laws applicable to the **market participant**; and
 - (ii) is not in contravention of its constating documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

10. NOTICES

- (a) A notice must be provided in accordance with subsection 12.4 of the **ISO tariff, Miscellaneous**. The **market participant's** address for notices is:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

- (b) The **market participant's** address for invoices, if different from the address for notices, is:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

- (d) The **market participant** must provide any changes to its address(es) to the **ISO** using the method posted on the AESO website as updated from time to time.

11. AMENDMENTS

- (a) The parties acknowledge that either may request an amendment to this Export Agreement. The **market participant** must request such an amendment by complying with the procedure for amending Export Agreements posted by the **ISO** on its website or, if such procedure is not posted, by providing notice to the **ISO**.
- (b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff**, **ISO rules** and *Consolidated Authoritative Document Glossary* may be amended from time to time during the term of this Export Agreement by approval of the **Commission** and that this Export Agreement is deemed amended upon each such approval.
- (c) Subject to subsection 11(b) of this this Export Agreement, this Export Agreement may only be amended by written instrument executed by the **ISO** and the **market participant**.

12. MISCELLANEOUS

- (a) Section 6 will survive the termination of this Export Agreement for either the time provided for in such section or the longest period provided by law.
- (b) This Export Agreement will enure to the benefit and be binding upon the parties to this Export Agreement and their respective successors and permitted assigns.
- (c) No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this Export Agreement will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.
- (d) Time is of the essence.
- (e) This Export Agreement is governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.
- (f) Whenever possible, each provision of this Export Agreement must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this Export Agreement is intended to be severable and if a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision will be severed from this Export Agreement and will not affect the legality, validity or enforceability of the remainder of this Export Agreement or any other provision of this Export Agreement.
- (g) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Export Agreement.
- (h) The parties may execute this Export Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so

executed and delivered, and all such counterparts taken together will constitute one instrument.

By signing this Export Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this Export Agreement as of the Effective Date.

ISO, operating as AESO

Per: _____ Date:

Name:

Title:

[insert legal name of corporation or partnership]

Per: _____ Date:

Name:

Title:

**SYSTEM ACCESS SERVICE AGREEMENT
FOR IMPORT OPPORTUNITY SERVICE RATE**
(“Import Agreement”)

This Import Agreement effective the 1st day of _____, 202____ (the “Effective Date”).

Between:

Independent System Operator, operating as AESO
a statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary, in the Province of Alberta
(the “ISO”)

and

[insert legal name of corporation or partnership],
a **[corporation, incorporated] [partnership organized]**, pursuant to the laws of XXX,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**
(the “**market participant**”)

RECITALS:

- A. This Import Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under Rate IOS of the **ISO tariff, Import Opportunity Service**.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This Import Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this Import Agreement by reference.

In consideration of the premises to this Import Agreement, the mutual covenants and agreements set forth in this Import Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) Unless otherwise defined in this Import Agreement, bolded terms, not including headings, used in this Import Agreement have the meanings given to them in the *Consolidated Authoritative Document Glossary*. Capitalized terms have the meanings given to them in the preamble or body of this Import Agreement, including:
 - i. “Import Agreement” means this System Access Service Agreement for Import Opportunity Service Rate;
 - ii. “Effective Date” means date that the Import Agreement comes into effect, as stated in the preamble of this Import Agreement; and

iii. “Point of Interconnection” means the British Columbia **Intertie**, Saskatchewan **Intertie** or Montana **Intertie**, as indicated in section 2 of this Import Agreement.

- (b) Should the **ISO tariff**, **ISO rules** or *Consolidated Authoritative Document Glossary* be amended from time to time during the term of this Import Agreement by approval of the **Commission**, then such amended **ISO tariff**, **ISO Rules** or *Consolidated Authoritative Document Glossary* will apply to this Import Agreement and this Import Agreement shall be deemed amended upon each such approval.
- (c) In the event of any conflict or inconsistency between this document and the **ISO tariff**, the latter shall prevail.

2. POINT OF INTERCONNECTION

☐ British Columbia **Intertie** ☐ Saskatchewan **Intertie** ☐ Montana **Intertie**

3. SETTLEMENT

The **ISO** must charge, and the **market participant** must pay, amounts in accordance with Rate IOS commencing on [insert date].

4. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section 5 and 6 of this Import Agreement, the **ISO** must provide **system access service** under Rate IOS to the **market participant** at the Point of Interconnection pursuant to Section 2 of this Import Agreement.

5. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

If the **market participant** takes **system access service** under Rate IOS, the **market participant** must take such **system access service** at the Point of Interconnection pursuant to Section 2 of this Import Agreement.

6. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The **market participant** must pay to the **ISO** for **system access service** under Rate IOS during the term of this Import Agreement the amount required pursuant to Rate IOS.

7. TERM

This Import Agreement commences on the Effective Date and continues for a term of 1 year, expiring on , 202 .

8. PRIOR AGREEMENTS

This Import Agreement supersedes and replaces, as of the Effective Date, any other agreement for **system access service** under Rate IOS between the parties at the Point of Interconnection pursuant to Section 2 of this Import Agreement.

9. MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES

The **market participant** represents and warrants to the **ISO** as follows:

- (a) the **market participant** is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;
- (b) this Import Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
- (c) the authorization, execution and performance by the **market participant** of this Import Agreement:
 - (i) does not and will not violate any laws applicable to the **market participant**; and
 - (ii) is not in contravention of its constituting documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

10. NOTICES

- (a) A notice must be provided in accordance with subsection 12.4 of the **ISO tariff, Miscellaneous**. The **market participant's** address for notices is:

Attention: _____

Telephone: _____

Fax: _____

Email: _____

- (b) The **market participant's** address for invoices, if different from the address for notices, is:

Attention: _____

Telephone: _____

Fax: _____

Email: _____

- (c) The **market participant** must provide any changes to its address(es) to the **ISO** using the method posted on the AESO website as updated from time to time.

11. AMENDMENTS

- (a) The parties acknowledge that either may request an amendment to this Import Agreement. The **market participant** must request such an amendment by complying with the procedure for amending Import Agreements posted by the **ISO** on its website or, if such procedure is not posted, by providing notice to the **ISO**.
- (b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff, ISO rules**, and *Consolidated Authoritative Document Glossary* may be amended from time to time during the term of this Import Agreement by approval of the **Commission** and that this Import Agreement is deemed amended upon each such approval.
- (c) Subject to subsection 11(b) of this Import Agreement, this Import Agreement may only be amended by written instrument executed by the **ISO** and the **market participant**.

12. MISCELLANEOUS

- (a) Section 6 will survive the termination of this Import Agreement for either the time provided for in such section or the longest period provided by law.
- (b) This Import Agreement will enure to the benefit and be binding upon the parties to this Import Agreement and their respective successors and permitted assigns.
- (c) No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this Import Agreement will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.
- (d) Time is of the essence.
- (e) This Import Agreement is governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.
- (f) Whenever possible, each provision of this Import Agreement must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this Import Agreement is intended to be severable and if a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision will be severed from this Import Agreement and will not affect the legality, validity or enforceability of the remainder of this Import Agreement or any other provision of this Import Agreement.
- (g) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as is reasonably required in order to fully perform and carry out the terms of this Import Agreement.
- (h) The parties may execute this Import Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so executed and delivered, and all such counterparts taken together will constitute one instrument.

[Remainder of page intentionally left blank. Signature page to follow.]

By signing this Import Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this Import Agreement as of the Effective Date.

ISO, operating as AESO

Per: _____

Date:

Name:

Title:

[insert legal name of corporation or partnership]

Per: _____

Date:

Name:

Title:

ISO Tariff – Appendix A

Construction Commitment Agreement Proforma



This Construction Commitment Agreement effective as of the _____ day of _____, 202____ (the “Effective Date”)

BETWEEN:

[Insert Name of Legal Owner of the Transmission Facility],
a corporation, incorporated pursuant to the laws of XXX,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**

(the “TFO”)

– and –

[Insert Name of Market Participant],
a **[corporation, incorporated] [partnership organized]**, pursuant to the laws of XXX,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**
(the “**market participant**”)

RECITALS

- A. The **market participant** has requested **system access service** from the **ISO**, operating as the Alberta Electric System Operator, and intends to enter into, or amend, a **system access service** agreement with the **ISO** in relation to **[Insert Connection Project Name and Number as provided by the ISO]**;
- B. The provision or amendment of **system access service** will require the construction of a new **transmission facility** and a commitment by the **market participant** in relation to the expenditure of capital for such construction;
- C. The **ISO tariff** requires the **market participant** to provide **financial security** or a **construction contribution**, or both, to the TFO, in the amounts determined pursuant to the **ISO tariff**;
- D. Prior to commencing the Project Work, as set out in the attached Schedule “A”, the **ISO tariff** requires the **market participant** to enter into an agreement substantially in the form of this Construction Commitment Agreement with the TFO and to hold the TFO harmless from any negative financial consequences related to the cancellation of the Connection Project; and
- E. The **ISO tariff** contains additional terms and conditions of **system access service**. This Construction Commitment Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this Construction Commitment Agreement by reference.

In consideration of the mutual covenants and agreements set forth in this Construction Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

Interpretation and Definitions

1.

- (a) Unless otherwise defined in this Construction Commitment Agreement, bolded terms, not

including headings, used in this Construction Commitment Agreement have the meanings given to them in the *Consolidated Authoritative Document Glossary*. Capitalized terms have the meanings given to them in the preamble or body of this Construction Commitment Agreement, including:

- (i) “Cancellation Costs” means all Connection Project costs actually incurred by the TFO prior to cancellation of a Connection Project, or reasonably required to be incurred by the TFO after cancellation of a Connection Project, including costs arising from ~~preparation~~assisting with the determination of the ISO’s preferred connection proposal alternative, preparation of a facility application and construction of a Connection Project, as documented in the construction commitment agreement required by section 5 of the **ISO tariff**; third-party cancellation costs and penalties; costs for material salvage; and reclamation of any related construction;
- (ii) “Cancellation Event” means an event described in the ISO tariff or paragraph ~~10 or~~ 11 of this Construction Commitment Agreement which leads to or may lead to the cancellation of the Connection Project;
- (iii) “Connection Project” means a new **transmission facility** constructed by the TFO at the request of the **market participant** for **system access service**;
- (iv) “Construction Commitment Agreement” means this Construction Commitment Agreement;
- (v) “Effective Date” means date that this Construction Commitment Agreement comes into effect, as stated in the preamble of this Construction Commitment Agreement;
- (vi) “Guarantor” means an entity that provides a guarantee on behalf of the **market participant**;
- (vii) “Project Work” means the work for the Connection Project as set out in Schedule “A” to this Agreement.
- (viii) “Schedules” means the following Schedules attached to this Agreement, and all amendments to such Schedules:

Schedule “A” – Project Work and Financial Obligation

Schedule “B” – Construction Contribution and Financial Security; and

- (b) Should the **ISO tariff**, **ISO rules**, or *Consolidated Authoritative Document Glossary* be amended from time to time during the term of this Construction Commitment Agreement by approval of the **Commission**, then such amended **ISO tariff**, **ISO Rules**, or *Consolidated Authoritative Document Glossary* will apply to this Construction Commitment Agreement and this Construction Commitment Agreement shall be deemed amended upon each such approval.
- (c) In the event of any conflict or inconsistency between this document and the **ISO tariff**, the latter shall prevail.

Term of Agreement

2. This Construction Commitment Agreement takes effect on the Effective Date and remains in full force and effect until:

- (a) the Connection Project begins **commercial operation**; or
- (b) upon the occurrence of a Cancellation Event, the Connection Project is cancelled and all amounts owing to the TFO hereunder have been paid in full.

Construction Contribution and Financial Security

4. The **market participant** must pay to the TFO a **construction contribution** required in respect of its **financial obligation** for the Connection Project in accordance with section 6 of the **ISO tariff**. The **market participant** will pay the **construction contribution** in the amounts and at the times set out and described in the Schedules, each such payment being an absolute transfer of ownership in the funds to the TFO as a payment for the Project Work.
5. For a Connection Project that is eligible for local investment, the **market participant** will also provide or cause to be provided to the TFO the **financial security** required in accordance with section 6 of the **ISO Tariff** as security for the payment and performance of all present and future debts, costs and **financial obligations** of the **market participant** to the TFO arising pursuant to this Construction Commitment Agreement other than those for which the **construction contribution** is paid. The **market participant** will provide or cause to be provided the **financial security** in the amounts and at the times set out and described in the Schedules.
6. The **construction contribution** and **financial security** must in aggregate be in an amount adequate to fund the **financial obligation** arising from the Project Work, as determined pursuant to section 6 of the **ISO tariff**.
7. All changes to the **construction contribution** and **financial security** must be documented in duly executed amended Schedules by the parties reflecting the change.
8. If all or part of the **financial obligation** of the **market participant** is unsecured, or if its Guarantor has provided a guarantee as **financial security**, and the **market participant** becomes aware of a **material adverse change** in respect of the **market participant** or Guarantor, the **market participant** must provide written notice thereof to the TFO and to the **ISO** within 2 **business days** of becoming aware of the occurrence of such **material adverse change**. Upon the occurrence of a **material adverse change**, the TFO may require the **market participant** to provide additional or replacement **financial security**.
9. In determining whether a **material adverse change** has occurred, consideration must be given to an event, circumstance or change which affects or is reasonably expected to affect:
 - (a) the financial condition of the **market participant** or its Guarantor;
 - (b) the ability of the **market participant** or its Guarantor to perform its obligations under a Financial Security; or
 - (c) the assets or business of the **market participant** or its Guarantor.

Cancellation of Connection Project

~~10. The Connection Project must be cancelled if:~~

- ~~(a) the **market participant** informs the **ISO** or the TFO of the cancellation of the Connection Project;~~
- ~~(b) the **ISO** cancels the Connection Project due to the **market participant's** failure to meet a critical information under subsection 3.2 of the **ISO tariff**; or~~
- ~~(c) the **ISO** cancels the Connection Project after reasonably concluding, based on the action or inaction of the **market participant**, that the **market participant** is not proceeding with the Connection Project.~~

~~(a) 11.~~

10. The Connection Project may be cancelled by the TFO upon the occurrence of any of the following events:

- (a) the **market participant** fails to provide or cause to be provided the **financial security** in the form and amount set out in Schedule “B” concurrently with the execution and delivery of this Construction Commitment Agreement, or subsequently in forms and amounts set out in any amended Schedule “B”, or fails to provide or cause to be provided such additional guarantee(s), security or other documents as it may be required to deliver to the TFO pursuant to the terms and conditions of this Construction Commitment Agreement;
- (b) the **Commission** rejects or fails to approve the relevant application for the Connection Project;
- (c) the **market participant** fails to:
 - (i) execute a **system access service** agreement as set out in Appendix A of the **ISO tariff**; or
 - (ii) enter into an amendment of its existing **system access service** agreement with respect to the Connection Project as set out in Appendix A of the **ISO tariff**,in accordance with the **ISO tariff**;
- (d) the **market participant** or its Guarantor breaches a term, condition, agreement or covenant under this Construction Commitment Agreement or the **financial security** and fails to remedy the breach within 5 **business days** of receipt of written notice of the breach by the TFO to the **market participant**;
- (e) a representation or warranty made or given by the **market participant** in connection with this Construction Commitment Agreement is shown to be untrue or incorrect when it was made or given at the Effective Date or ceases to be true and correct during the term of this Construction Commitment Agreement;
- (f) the **market participant** or its Guarantor is found to be insolvent or bankrupt by a court of competent jurisdiction or makes an authorized assignment of its assets or a compromise or arrangement for the benefit of its creditors, makes a proposal to its creditors under the *Bankruptcy and Insolvency Act* (Canada), seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding Up Act* (Canada) or any other bankruptcy, insolvency or analogous law in Canada or the United States, files a petition or proposal to

take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian or other person with similar powers over all or any substantial portion of its assets, files a petition or otherwise commences a proceeding seeking a reorganization, arrangement, composition or readjustment under a applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor's rights or consents to, or acquiesces in, the filing of such a petition; or if a petition in bankruptcy is filed or presented against the **market participant** or its Guarantor;

- (g) a formal or informal proceeding is instituted by or against the **market participant** or its Guarantor for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of, the **market participant** or its Guarantor, or a resolution is passed for dissolution, liquidation or winding up the **market participant** or its Guarantor;
- (h) the **market participant** or its Guarantor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;
- (i) a receiver, receiver and manager or interim receiver is appointed for all or any part of the property, assets or undertaking of the **market participant** or its Guarantor;
- (j) the **market participant** creates or permits to exist a charge, security interest, lien, encumbrance or claim against any of the collateral charged under the **financial security** which ranks or could in any event rank in priority to or equally with the **financial security**;
- (k) the holder of a charge, security interest, lien, encumbrance or claim against a collateral charged under the **financial security** does anything to enforce or realize on the charge, security interest, lien, encumbrance or claim; or
- (l) with respect to a letter of credit provided to the TFO, if replacement **financial security** is requested and not provided by the **market participant** within 2 **business days** of the request due to any of the following events:
 - (i) the issuer of the letter of credit is no longer acceptable to the TFO, at its sole discretion;
 - (ii) the issuer of the letter of credit fails to comply with or perform its obligations under such letter of credit if such failure continues after the lapse of an applicable grace period;
 - (iii) the issuer of the letter of credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such letter of credit;
 - (iv) the letter of credit expires or terminates, or ceases to be in full force and effect for the purposes of this Construction Commitment Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of the **market participant** under this Construction Commitment Agreement without the written consent of the TFO;
 - (v) there are less than 20 **business days** remaining until expiry of the letter of credit; or
 - (vi) an event analogous to a **material adverse change** occurs with respect to the issuer of the letter of credit.

- ~~12~~11. If, the Connection Project is cancelled due to the occurrence of a Cancellation Event, the TFO, without limiting or restricting other rights or remedies under contract, at law or in equity:
- (a) must:
 - (i) cease to perform any Project Work;
 - (ii) demand immediate payment of all Cancellation Costs; and
 - (iii) if applicable, demand immediate payment under any guarantee granted to the TFO;and
 - (b) may do one or both of the following:
 - (iv) exercise its rights under all or any part of the **financial security**, and any other security in respect of the Connection Project provided by the **market participant** to the TFO under separate construction commitment agreements; and
 - (v) commence a legal action or proceeding against the **market participant** or its Guarantor.
- ~~13~~12. Upon the occurrence of a Cancellation Event, the TFO must use, and must cause its contractors to use, reasonable commercial efforts to minimize the amount of the Cancellation Costs to the extent within their control.
- ~~14~~13. The TFO must at all times maintain accurate accounts, records, invoices and third-party invoices for all Connection Project costs, including all Cancellation Costs, which are prima facie evidence of the amounts owing to the TFO by the **market participant**.
- ~~15~~14. The **market participant** must, upon demand having been made by the TFO following the occurrence of a Cancellation Event, pay the Cancellation Costs to the TFO without delay. If the **market participant** fails to pay to the TFO the Cancellation Costs upon demand, the TFO has all remedies available pursuant to the **ISO tariff** and may charge the **market participant** interest calculated at the TFO's bank prime rate plus 6% on all amounts outstanding from the date of demand to the date of payment to the TFO.

Representations and Warranties

15. The **market participant** represents and warrants to the TFO as follows:
- (a) the **market participant** is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;
 - (b) the **construction contribution** and **financial security** are provided to the TFO free and clear of any and all security interests, mortgages, liens, charges, and encumbrance of any nature;
 - (c) this Construction Commitment Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and

- (d) the authorization, execution and performance by the **market participant** of this Construction Commitment Agreement:
 - (i) does not and will not violate any laws applicable to the **market participant**; and
 - (ii) is not in contravention of its constating documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.
- 16. The TFO represents and warrants to the **market participant** as follows:
 - (a) the TFO is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;
 - (b) this Construction Commitment Agreement has been duly authorized, executed and delivered by the TFO and constitutes a legal, valid and binding obligation of the TFO, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
 - (c) the authorization, execution and performance by the TFO of this Construction Commitment Agreement:
 - (i) does not and will not violate any laws applicable to the TFO; and
 - (ii) is not in contravention of its constating documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

General

- 17. The **market participant** must pay for the TFO's legal fees (on a solicitor and client basis) and other costs, charges and expenses in respect of the enforcement of this Construction Commitment Agreement and the **financial security** by the TFO.
- 18. In this Construction Commitment Agreement:
 - (a) a notice or communication required or permitted to be given under this Construction Commitment Agreement must be in writing and is considered to have been duly given if delivered by hand or courier, transmitted by fax, or delivered by e-mail, to each party set out below:
 - (i) if to the **market participant**:
 -
 - Attention: •
 - Fax No: •
 - E-mail: •
 - (ii) if to the TFO:
 -
 - Attention: •
 - Fax No: •

E-mail: •

(iii) if to the ISO:

Alberta Electric System Operator
2500, 330 – 5th Ave SW
Calgary, Alberta T2P 0L4
E-mail: ISOTariffnotice@aeso.ca

(iv) to another address, fax or email as a party may designate by providing notice of the same to all parties.

(b) notice or communication is considered to have been received if delivered by hand or courier during business hours on a **business day**, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next **business day**, and if sent by fax or e-mail during business hours on a **business day**, upon the sender receiving confirmation of the fax or e-mail delivery, and if not sent during business hours, upon the commencement of business hours on the next **business day**.

19. The **market participant** must not assign this Construction Commitment Agreement without the prior written consent of the TFO.
20. The TFO must not assign this Construction Commitment Agreement without the prior written consent of the **market participant**, except that the TFO may assign its interest in this Construction Commitment Agreement to the **ISO** without the consent of the **market participant**.
21. Without prejudice to the **market participant's** obligation to pay Cancellation Costs, nothing in this Construction Commitment Agreement is to be construed as an obligation on the part of the **market participant** to proceed with the Connection Project.
22. This Construction Commitment Agreement enures to the benefit of and will be binding upon the parties and their respective successors and permitted assigns.
23. No failure or delay on the TFO's part in exercising a power or right as provided in this Construction Commitment Agreement operates as a waiver of this Construction Commitment Agreement.
24. The TFO's rights and remedies as provided in this Construction Commitment Agreement are cumulative and not exclusive of a right or remedy at law or in equity.
25. Time is of the essence.
26. Whenever possible, each provision of this Construction Commitment Agreement must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this Construction Commitment Agreement is intended to be severable and if a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision will be severed from this Construction Commitment Agreement and will not affect the legality, validity or enforceability of the remainder of this Construction Commitment Agreement or any other provision of this Construction Commitment Agreement.
27. This Agreement is to be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada. The **market participant** and the TFO submit to the nonexclusive jurisdiction of the Courts of the Province of Alberta and agree to be bound by a suit, action or proceeding commenced in such Courts and by an order or judgment resulting from such suit,

action or proceeding, but the foregoing in no way limits the right of the TFO to commence suits, actions or proceedings based on this Construction Commitment Agreement in any jurisdiction it may deem appropriate.

28. This Construction Commitment Agreement may be varied or amended only by or pursuant to an agreement in writing signed by the parties.
29. All Schedules are deemed fully to be a part of this Agreement. The Schedules may be varied or amended provided such amendments are signed by the parties, as provided in the Schedules.
30. This Agreement may be signed in one or more counterparts, originally or by fax, e-mail or other electronic means capable of producing a paper copy, and each such counterpart taken together will form one and the same agreement.

IN WITNESS WHEREOF the TFO and the **market participant** have executed this Construction Commitment Agreement:

[INSERT FULL NAME OF TFO]

[INSERT FULL NAME OF MARKET PARTICIPANT]

By: _____

By: _____

Name (print): _____

Name (print): _____

Title (print): _____

Title (print): _____

SCHEDULE “A”

To the Construction Commitment Agreement

Between

[Insert Name of Legal Owner of the Transmission Facility],
a **[corporation, incorporated] [partnership organized]**, pursuant to the laws of XXX,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**
(the “TFO”)

– and –

[Insert name of Market Participant],
a **[corporation, incorporated] [partnership organized]**, pursuant to the laws of XXX,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**
(the “market participant”)

PROJECT WORK AND FINANCIAL OBLIGATION

For Connection Project **[insert project name]**

[Author: If this is an amended Schedule “A”, keep the language in the following first three paragraphs and the word “amended” in the fourth paragraph and in the “IN WITNESS WHEREOF” paragraph:

The TFO and **market participant** have agreed to amend the Construction Commitment Agreement pursuant to the terms and conditions contained this amended Schedule “A”.

In consideration of the premises in this amended Schedule “A”, the mutual covenants and agreements set forth and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree to amend this Schedule “A” as provided below.

Effective upon execution of this amended Schedule “A”, being the latest date of signature stated below, the Schedule “A” effective on **[insert date]** is deleted in its entirety and replaced with this amended Schedule “A”.]

This **[amended]** Schedule “A” describes the Project Work to be performed by the TFO for the Connection Project. The Project Work as referenced in the Construction Commitment Agreement includes the following:

[Author: The table below should be revised to reflect the agreed upon Project Work and payment schedule, including any agreed upon changes to the description of work, number of stages or number of steps.]

Project Work	Estimated Costs	Date of Issue
[add description of work. For example: Stages 1 and 2 Activities: preparation and support for connection proposal alternative, including connection study scope, technical studies, order-of-magnitude cost estimates, and project management]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Stages 3 and 4 Activities: preparation and support for submission and approval of a proposal to provide service (PPS), participant involvement program (PIP) and facilities application (FA) [add description of any additional work]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Stages 5 and 6 Costs: Construction Costs – Step 1 [add description of any additional work]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Stages 5 and 6 Costs: Construction Costs – Step 2 [add description of any additional work]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Stages 5 and 6 Costs: Construction Costs – Step 3 [add description of any additional work]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
[Additional construction steps as required]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
[Additional detail for any stages as required]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Total Costs as of [Insert Date]		

Provided the TFO has confirmed to the ISO that the **market participant** has delivered the **financial obligation** for the Project Work to the TFO, and provided that the Cancellation Costs for the Project Work do not exceed Insert Connection Project total in words Canadian dollars plus GST (CDN \$ Connection Project total in numbers + GST), the **ISO** will direct the TFO to proceed with Project Work issued prior to **permit and licence** being granted by the **Commission**.

The required **construction contribution**, if any, is set out in Schedule “B”.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties acknowledge that they have read this **[amended]** Schedule “A”, understand it, and agree to be bound by it and have caused it to be executed by their duly authorized representatives effective as of the latest date of signature stated below.

[INSERT FULL NAME OF TFO]

[INSERT FULL NAME OF MARKET PARTICIPANT]

By: _____

By: _____

Name (print): _____

Name (print): _____

Title (print): _____

Title (print): _____

Date: _____

Date: _____

SCHEDULE “B”

To the Construction Commitment Agreement

Between

[Insert Name of Legal Owner of the Transmission Facility],
a **[corporation, incorporated] [partnership organized]**, pursuant to the laws of XXX,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**
(the “TFO”)

– and –

[Insert name of Market Participant],
a **[corporation, incorporated] [partnership organized]**, pursuant to the laws of XXX,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**
(the “market participant”)

CONSTRUCTION CONTRIBUTION AND FINANCIAL SECURITY

For Connection Project **[insert project name]**

[Author: If this is an amended Schedule “B”, keep the language in the following first three paragraphs and the word “amended” in the fourth paragraph and in the “IN WITNESS WHEREOF” paragraph:

The TFO and **market participant** have agreed to amend the Construction Commitment Agreement pursuant to the terms and conditions contained this amended Schedule “B”.

In consideration of the premises in this amended Schedule “B”, the mutual covenants and agreements set forth and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree to amend this Schedule “B” as provided below.

Effective upon execution of this amended Schedule “B”, being the latest date of signature stated below, the Schedule “B” effective on **[insert date]** is deleted in its entirety and replaced with this amended Schedule “B”.]

This **[amended]** Schedule “B” describes the **construction contribution** and **financial security** to be provided to the TFO as of **[Insert Current Date]**. The **construction contribution** and **financial security** as referenced in the Construction Commitment Agreement includes the following:

1. Upon execution of the Construction Commitment Agreement, the **market participant** must provide to the TFO one or more of the following as determined in accordance with section 6 of the **ISO tariff**:
 - (a) **Construction contribution** (cash payment) in the amount of **Amount in words** Canadian dollars plus GST (CDN \$ **Amount in numbers** + GST); and
 - (b) **Financial security** in one or more of the following forms:
 - (i) an unconditional and irrevocable standby letter of credit payable on demand to the TFO and issued from a Canadian chartered bank or other comparable

financial institution acceptable to the TFO in the amount of **Amount in words** Canadian dollars plus GST (CDN \$ **Amount in numbers** + GST);

- (ii) a cash collateral deposit capable of being registered as a first security interest held by the TFO in the amount of **Amount in words** Canadian dollars plus GST (CDN \$ **Amount in numbers** + GST); or
- (iii) alternative **financial security** in a form, substance and amount determined at the sole discretion of the TFO.

2. The **market participant** must execute and if applicable, cause to have executed all security agreements and documentation in form and substance required from time to time by the TFO in its sole absolute discretion.

IN WITNESS WHEREOF, the parties acknowledge that they have read this **[amended]** Schedule “B”, understand it, and agree to be bound by it and have caused it to be executed by their duly authorized representatives effective as of the latest date of signature stated below.

[INSERT FULL NAME OF TFO]

[INSERT FULL NAME OF MARKET PARTICIPANT]

By: _____

By: _____

Name (print): _____

Name (print): _____

Title (print): _____

Title (print): _____

Date: _____

Date: _____