This page sets out the instructions for completing the **Prescribed Form – Notice of Force Majeure Claim.**

All capitalized terms used in these instructions and the Prescribed Form – Force Majeure Notice, unless otherwise stated, have the meanings ascribed to them in the REP Round 2 Contract.

**INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:**

1. This instruction page is not required to be submitted with the Prescribed Form.
2. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in sequential order.
3. Apart from the completion of any blanks, drop down lists, check boxes or similar incomplete information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
4. Each Prescribed Form must be completed in its entirety. Fields marked “if applicable” must be completed if applicable to the Project. If not applicable, they should be marked "not applicable".
5. If the signature of the Generator is required for a Prescribed Form, the Prescribed Form must be signed by the Contract Representative appointed in accordance with Section 18.8 of the REP Round 2 Contract, unless specified otherwise.
6. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in square brackets.

**INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – NOTICE OF FORCE MAJEURE CLAIM**

1. If providing an update on a pre-existing Notice of Force Majeure Claim, only complete this Prescribed Form to the extent necessary to provide an update regarding events or circumstances giving rise to such claimed Force Majeure event.

**PRESCRIBED FORM – NOTICE OF FORCE MAJEURE CLAIM**

**SUBMIT BY EMAIL (PDF WITH SIGNATURE) TO** **COMMERCIAL.REP@AESO.CA**

Capitalized terms not defined herein have the meaning ascribed thereto in the REP Round 2 Contract, which has been executed in respect of the Project referenced below (the “**Agreement**”). All section references made herein are in reference to the Agreement.

The Generator is hereby submitting this completed Force Majeure Notice to the AESO pursuant to Section 11.1 of the Agreement.

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| [ ]  | This is a new Force Majeure claim. |
| [ ]  | This is an update to existing Force Majeure Claim No.: [insert existing Force Majeure Claim No.] |
| [ ]  | This is a termination notice due to extended Force Majeure pursuant to Section 11.1(h) of the Agreement. The expected termination date is: 2019/01/01 |

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| Date | 2019/01/01 |
| Force Majeure Claim No. | [insert Force Majeure Claim No.; Note: if this is the first Force Majeure claim, the number should be "1"] |
| Title of Force Majeure | [insert title of Force Majeure event] |
| Legal Name of Generator | [insert legal name of Generator] |
| Name of Project | [insert Name of Project] |
| Agreement Date | 2018/12/05 |
| Target COD | 2022/06/30 |
| Type of Force Majeure claimed | **Type of Force Majeure** | **Section** |
| [ ]  Act of God/Extreme Weather | 11.3(a) |
| [ ]  Fire or Explosion | 11.3(b) |
| [ ]  State of emergency | 11.3(c) |
| [ ]  Strike or other labour dispute | 11.3(d) |
| [ ]  Delay or disruption | 11.3(e) |
| [ ]  Act of sabotage, civil disobedience, war, etc. | 11.3(f) |
| [ ]  An order, ruling, etc. by a Governmental Authority | 11.3(g) |
| [ ]  Inability to obtain any permit, certificates, license or approval of any Governmental Authority. | 11.3(h) |
| [ ]  Inability to secure the renewal or amendment of any permit, certificate, license or approval of any Governmental Authority. | 11.3(i) |
| 1. Date of the claimed Force Majeure event: Provide the date that the event or circumstance giving rise to the Force Majeure claim occurred. Provide documentation to substantiate the date of the claimed Force Majeure event or circumstance, including, but not limited to: correspondence, notes, memoranda, reports and other relevant documentation. |
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| 2. Occurrence of the claimed Force Majeure event: Provide reasonably detailed particulars of the cause and timing of events or circumstances relating to the claimed Force Majeure event. Provide information and documentation to substantiate the existence of the claimed Force Majeure event, including, but not limited to: correspondence, photographs, notes, memoranda, reports and other relevant documentation. |
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| 3. Timing of the Generator’s knowledge of the claimed Force Majeure event**:** Describe when the Generator first knew that such event or circumstance giving rise to the Force Majeure claim could have a material adverse effect on the development or operation of the Facility. Provide information and documentation to substantiate the timing of the Generator’s knowledge of the claimed Force Majeure event, including, but not limited to: correspondence, photographs, notes, memoranda, reports and other relevant documentation. |
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| 4. Effect of the claimed Force Majeure event: Provide a reasonably detailed explanation of the effect of the Force Majeure on the Generator’s ability to fulfill its obligations under the Agreement. For example, explain how the Generator is wholly or substantially prevented from operating or maintaining the Facility in accordance with any of its obligations set forth in Section 3.1 of the Agreement; or, how the Generator is wholly or partially prevented from commencing or continuing performance of, or from complying with, any of its other obligations. Provide information and documentation to substantiate the effect of the claimed Force Majeure event, including, but not limited to: correspondence, photographs, notes, memoranda, reports and other relevant documentation. |
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| 5. Identify alternatives available to remedy or remove the claimed Force Majeure event**:** Identify alternatives available to the Generator to remedy or remove the claimed Force Majeure event, together with an estimate of each alternative’s impact on the Project’s schedule. Provide information and documentation to substantiate the feasibility of the proposed alternatives and corresponding scheduling impacts. |
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| 6. Commercially Reasonable Efforts: Provide reasonably detailed particulars of all the Commercially Reasonable Efforts which the Generator has taken to remedy the event or circumstances giving rise to the claimed Force Majeure event. Provide information and documentation to substantiate such Commercially Reasonable Efforts, including, but not limited to: correspondence, photographs, notes, memoranda, reports and other relevant documentation. |
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The Generator represents and warrants that all of the information in this Prescribed Form is complete, true and accurate, and there is no material information omitted from this Prescribed Form that makes the information contained herein misleading or inaccurate.

The Generator acknowledges and agrees that this Prescribed Form is being delivered to the AESO solely for the purposes of the Agreement. It does not constitute a notice for any other purpose, including, without limitation, to meet an obligation to provide notice to the System Operator pursuant to the ISO Rules.

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| **AUTHORIZED SIGNATORY**The Authorized Signatory must be either a signatory of the Agreement, a person authorized to receive Notices, or the Contract Representative. |
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| By:  |  |  | Date: |       |
|  | [Name] |  |  |  |
|  | [Title] |  |  |  |
|  | [Legal name of Generator or Generator's General Partner, as applicable] |  |  |  |
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