

COMMERCIAL ENERGY OPTIMIZATION PROGRAM

YOU'VE GOT THE POWER TO SAVE

Identify and eliminate energy waste to reduce your costs

Take advantage of SaskPower incentives to identify and develop energy efficiency opportunities to save. We provide financial incentives to turn these opportunities into action.**

Eligibility

- If you are a large agricultural or commercial customer
- If you use greater than 450,000 kWh/year
- If you pay a demand charge at least once per year

How To Apply

Contact CEOP lead Marty Leliott at mlelliott@saskpower.com or your SaskPower Account Manager.

What You Will Receive

- Funding to assist with independent third party project Ycda Ybhcsts
- Following our agreement to the concept we will cover half the cost up to \$5,000 for project development
- Once the project is deemed viable, you will be eligible for a standard incentive of \$0.08/kwh saved in the first calendar year or \$400/kW of reduced peak demand*

Peak demand occurs from 5:01pm to 9:00pm weekdays in December

Benefits

- Support for the energy efficiency efforts you're taking
- Increased process efficiency through the verification and implementation of cost effective projects
- Improved energy performance
- Development of a proper measurement and verification process
- Savings on your bottom line



***As budget accomodates*



Commercial Energy Optimization Program

Incentive Details

Version 1.0

July 2017

This document is for reference purposes only. The information in this document is subject to change without notice.

Table of Contents

| | | |
|-----|---|-------------------------------------|
| 1 | Purpose | 1 |
| 2 | Definitions | 2 |
| 3 | Eligibility | 4 |
| 3.1 | Eligible Facilities | 4 |
| 3.2 | Eligible Projects | 4 |
| 3.3 | Eligible Costs | 4 |
| 4 | Program Participation and Incentive Transaction Process | 6 |
| 5 | Incentive Amounts, Limits and Payment Terms | 12 |
| 6 | Energy Saving Study Requirements | 14 |
| | Appendix A – CEOP Incentive Agreement..... | Error! Bookmark not defined. |

1 Purpose

This Incentive Details document defines the requirements and obligations of both SaskPower and its commercial customers to access incentives offered through SaskPower's Commercial Energy Optimization Program (CEOP). The definitions, terms and conditions contained in this document will be reflected in the Incentive Agreement between SaskPower and the CEOP Participant.

It is important that all Commercial Customers considering the CEOP read and understand the contents of this document. A SaskPower CEOP Representative can provide further explanation on request.

The incentive details are presented in the following sections:

- **Definitions** – Presents definitions of terms used throughout the program and this document
- **Eligibility** – Describes Eligible Program Participants, Eligible Projects and Eligible Costs
- **Program Participation and Incentive Transaction Processes** – Presents the process by which a Participant will transact with the Program for approval and payment of incentives under the Program
- **Incentive Amounts, Limits and Payment Terms** – Provides details about the amount of incentive available through the CEOP
- **Reporting Requirements** – Presents the requirements for the Energy Savings Study report that provides the bases for approving incentives through CEOP

2 Definitions

The terms presented in Exhibit 1 are used throughout this document and in various program transactions.

Exhibit 1 – CEOP definitions

| Term | Definition |
|---|--|
| Development Incentive | Payment from SaskPower to partially fund an Energy Savings Study. |
| Eligible Cost | A cost incurred by the Participant, which, in the opinion of SaskPower, is deemed eligible for reimbursement through the Development Incentive, as further defined in the Eligible Costs section of this document. |
| Eligible Facilities | A facility that meets the criteria defined in the Eligible Facilities section of this document. |
| Eligible Project | A project that leads to the identification, development, implementation and/or demonstration of sustained energy efficiency improvements or reduced demand, as further defined in the Eligible Projects section of this document. |
| Energy Conservation Measure (ECM) | Any process or equipment that if implemented will result in real and measurable reductions in energy consumption or demand. |
| Energy Savings Study | A study conducted by a 3 rd party on behalf of a customer or the customer themselves that details all information required to determine an energy use baseline, identify Energy Conservation Measures, estimate energy savings, provide a business case and develop a M&V plan as further defined in this document. |
| Energy Savings Study Report | The report resulting from the Energy Saving Study that addresses and provides details for all sections of the Energy Savings Study Requirements as outlined in the Reporting Requirements section of this document. |
| Implementation Incentive | Payment from SaskPower towards the recovery of eligible project costs incurred for qualifying projects as further defined in Exhibit 5 of this document. |
| Incentive Claim | A request for incentive payment towards the recovery of eligible Development Incentive or Implementation Incentive costs, to be submitted with the required Proof of Payment. |
| Incentives | Payments issued by SaskPower to help fund the implementation of Energy Conservation Measures. |
| Proof of Payment for Eligible Cost | Proof that costs claimed for recovery under the Development Incentives have been incurred. Acceptable forms of proof of payment for eligible project costs, as further defined in the Eligible Costs section of this document. |
| Simple Payback | The period of time in years to recoup the cost of a project less other incentives through annual energy savings from all fuels. $SPB = \text{Cost (less other incentives)} / \text{Annual fuel Savings}$ |

| Term | Definition |
|--------------------------------|--|
| Standard Offering | The amount of money per unit of energy that SaskPower is willing to offer for energy consumption or demand reduction as advertised at www.saskpower.com |
| Walk Through Assessment | A program offer provided by SaskPower for commercial facilities using greater than 300,000 kWh/year that provides an opportunity identification level audit (ASRAE level 1) |

3 Eligibility

3.1 Eligible Facilities

SaskPower's CEOP is available to all customers operating existing commercial or farm facilities in Saskatchewan with power consumption in excess of 450,000 kWh over the previous calendar year with the exception of the following:

- Customers/facilities eligible for SaskPower's Industrial Energy Optimization Program (IEOP). A customer/facility must meet all of the following criteria to be eligible for the IEOP:
 - The primary purpose is the manufacturing or processing of goods, or the extraction of raw materials.
 - The customer/facility operates under the North American Industry Classification System (NAICS) Codes 21, 22, 31, 32, 33, or 486.
 - The facility has an average annual peak monthly demand equal to or greater than 1.00 MVA, and is served by SaskPower Standard Rates, Time-of-Use Rates or Oil-Field Standard Rates.
- Customers with farm irrigation accounts, specifically rate codes E19 and E41.

3.2 Eligible Projects

Any Energy Efficiency improvement project, that SaskPower deems mutually beneficial, undertaken on existing facilities, with the results of creating measurable and persistent electrical consumption or demand reductions.

Where other SaskPower, or SaskPower supported, prescriptive incentive programs provide for the improvements contemplated in a CEOP proposal, SaskPower will deem the project not eligible and direct the proponent to those programs.

Only one Development Incentive will be approved per customer per calendar year.

3.3 Eligible Costs

Development Incentive

In order to obtain a Development Incentive offer from SaskPower the customer will initially be required to present their idea to SaskPower. Should SaskPower agree to the merit and potential of the idea they will invite the customer to perform an Energy Savings Study and submit an Energy Savings Study Report. This report will form the basis on which the customer will make a proposal to SaskPower to enter into an Implementation Incentive agreement where they will be eligible for the standard offering in place at the time of the Project Proposal.

Through the Development Incentive SaskPower will agree to pay half the cost of an Energy Savings Study to a maximum of \$5000. Exhibit 2 details eligible costs and conditions regarding those eligible costs, to be considered for compensation under the Development Incentive.

Exhibit 2 - Eligible Costs and Conditions for the Development Incentive

| Category | Eligible Cost | Eligible Cost Description |
|-------------------------|--------------------|---|
| Eligible Costs | Third-Party Costs | Fees or remuneration or reasonable expenses paid to professional, technical personnel, consultants and contractors that are, in the opinion of SaskPower, qualified to undertake the work in question. |
| | Measurement costs | Costs related to the procurement of equipment or processes to determine baselines for the purpose of designing energy efficiency measures. |
| Timing | All Eligible Costs | Costs are only considered eligible if they are third party costs that are incurred no sooner than the date the Development Incentive is approved by SaskPower, and no later than the date of incentive claim made by the Participant. |
| Exclusions | Non-Eligible Costs | <p>The following are not Eligible Costs:</p> <ul style="list-style-type: none"> ▪ Any costs incurred prior to the Development Incentive approval by SaskPower; ▪ The cost of internal salaried or hourly staff; ▪ General overhead costs of the Participant, or commitment in-kind, including operating costs related to the general maintenance, repair and overhead cost of Eligible Projects; ▪ Cost in respect of office space for Eligible Project administrative staff; ▪ Administrative costs not specifically listed as Eligible Costs; ▪ The cost of engineering, audit or feasibility studies, including grants or contributions provided by or committed to be provided by the Office of Energy Efficiency or any other federal, provincial, territorial or municipal government program, including other SaskPower Programs; ▪ Provincial Sales Tax, the Goods and Services Tax or Harmonized Sales Tax for which the recipient is eligible for a tax rebate; and ▪ Any other costs eligible for rebates from SaskPower or other party. |
| Proof of Payment | All Eligible Costs | <p>The following are acceptable proof of payment in the context of Incentive Payment Claims:</p> <ul style="list-style-type: none"> ▪ Invoices providing sufficient detail to verify that the costs claimed are Eligible Costs; and, ▪ Cancelled cheques for demonstrating payment of invoices provided; or, ▪ Accounting system entries signed by a Chartered Accountant showing payments for invoices provided. |

Implementation Incentive

With a standard offering there are no particular eligible costs. The customer will be compensated according to the advertised rates for the energy savings units used to determine project eligibility

multiplied by the number of mutually agreed units estimated will be saved. Eligibility and incentive amounts will be at SaskPower's discretion.

4 Program Participation and Incentive Transaction Process

The general incentive transaction process is shown in Exhibit 3 below with further detailed in Exhibit 4.

Exhibit 3 CEOP Process

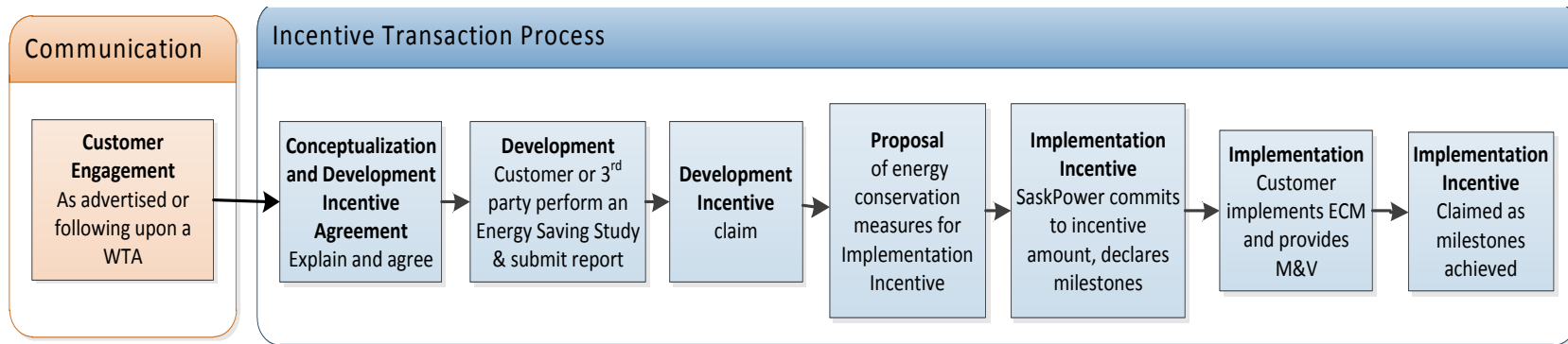


Exhibit 4 - Process Step Description

| Stage | Program Document | Purpose and Result | Customer Action | SaskPower Action |
|----------------------------|---|--|--|--|
| Customer Engagement | Advertising: Fly sheets Web page | Customer recognizes opportunity for energy efficiency improvements and availability of the CEOP | Customer brings opportunity for energy improvement to SaskPower representative for initial discussion. | SaskPower provides verbal response as to the potential of the opportunity and: <ul style="list-style-type: none"> SaskPower may concur with the proposal and agree it merits further investigation and provide explanation of next steps Direct the customer to other prescriptive incentive programs Reject the proposal all together. |
| | Presentations Walk Through Assessment Report | Customer approaches SaskPower with a desire to move forward To educate customer on program process, to advise about the fit and suitability of a customer's proposal to the CEOP, to provide direction to other programming where appropriate | | |

| Stage | Program Document | Purpose and Result | Customer Action | SaskPower Action |
|--|--|---|--|--|
| Conceptualization & Development Incentive Agreement | Expression of Interest to proceed | To further educate about program objectives and process. Provide clarity about study needs, M&V and 3 rd party suitability for the Energy Saving Study | Customer formally provides their ideas in writing | SaskPower acknowledge receipt of the communication |
| | Title page and Schedule B of CEOP Custom Incentive Agreement – Development Incentive and Energy Saving Study Commitment Form | Customer formally requests to proceed to an Energy Savings Study Customer provides relevant identification, account numbers and official representatives to complete contract title page Customer identifies 3 rd party to complete Energy Savings Study or decree that they will provide the study on their own SaskPower accepts 3 rd party chosen for the study, may require that a 3 rd party be engaged and formalizes the arrangement through signing the Development Incentive | Customer meets with SaskPower to discuss program details and design Customer agrees to provide an Energy Savings Study. This agreement will be captured in the signing of Schedule B of CEOP Custom Incentive Agreement – Development Incentive and Energy Saving Study Commitment Form | SaskPower may communicate to the customer alternative prescriptive or custom incentive options and/or refer customer to WTA to more clearly define opportunities SaskPower meets with Customer to discuss their proposed project and to provide CEOP program details and clarity SaskPower may request additional information for the purpose of a preliminary assessment of eligibility and project suitability. This may include a review of energy consumption and account review to determine if customer is eligible and in good standing with SaskPower If proposal is deemed to have merit SaskPower will provide a copy of the CEOP Custom Incentive Agreement to the customer with title page and schedule B partially completed. SaskPower will work with the customer to approve a 3 rd party to conduct the Energy Savings Study or to determine if the customer is capable of providing their own study |
| Development | Schedule B of CEOP Custom Incentive Agreement – Development Incentive and | Customer or 3 rd party complete study of the energy efficiency opportunity(s) identified at the conceptualization stage | Customer or a3rd party completes study to the satisfaction of SaskPower | SaskPower representative works with customer or their 3 rd party agent through a continuous and iterative process to ensure that all aspects of the Energy Saving Study are acceptable to SaskPower in order to achieve a mutually beneficial project |

| Stage | Program Document | Purpose and Result | Customer Action | SaskPower Action |
|--|--|--|---|--|
| | Energy Saving Study Commitment Form | Very specific information is required as outlined in the Energy Savings Study Requirements section of this document and in Schedule B- CEOP Custom Incentive Agreement – Development Incentive and Energy Saving Study Commitment Form | | |
| Development Incentive Claim | Schedule C of CEOP Custom Incentive Agreement – Development Incentive Claim and Energy Savings Study Submission Form | When the Energy Savings Study has been concluded, whether identifying a viable project or not, SaskPower will invite the customer to submit the Development Incentive Claim and Energy Savings Study Report | Customer is responsible for completion of the Energy Savings Study report to SaskPower’s satisfaction Submit the claim with appropriate proof of payment | Upon receipt of a valid claim, approve it and process payment |
| Proposal Submission to SaskPower | Schedule D of CEOP Custom Incentive Agreement – Project Proposal | Customer formally makes a proposal for an Implementation Incentive in accordance with the details developed in the Energy Efficiency Study | Complete and submit a Project Proposal | Work with participant to ensure the Project Proposal is provided to SaskPower’s satisfaction |
| Implementation Incentive Commitment | Schedule E of CEOP Custom Incentive Agreement – Project Plan and Implementatio | SaskPower commits to an incentive amount based on the Project Proposal and currently advertised rates Project milestones and payment expected completion/payment dates are established | Consider and agree to reasonable milestone and payment dates | Calculate and commit to incentive based on energy units provided in the Project Proposal Negotiate and agree to milestone, completion and payment dates which become the Project Plan |

| Stage | Program Document | Purpose and Result | Customer Action | SaskPower Action |
|------------------------------|---|-----------------------------|---|------------------|
| | <p>n Incentive Commitment</p> | | | |
| <p>Implementation</p> | <p>Schedule E of CEOP Custom Incentive Agreement – Project Plan and Implementation Incentive Commitment</p> | <p>Installation of ECMs</p> | <p>Customer works with trades or consultants to have ECM measures installed and commissioned</p> <p>The customer must determine when installation has been commissioned and accordingly the start of the first year of savings</p> <p>Customer must ensure proper commissioning and that savings are being achieved. Upon the early recognition of savings not being achieved corrections can be made to ensure success</p> <p>Customer will be invited to submit Implementation Incentive claims in accordance with the Project Plan</p> | <p>none</p> |

| Stage | Program Document | Purpose and Result | Customer Action | SaskPower Action |
|--|---|---|--|--|
| Implementation Incentive Claim(s) | Schedule F of CEOP Custom Incentive Agreement – Implementation Incentive Claim Form | Transfer incentive funds to the customer as agreed to milestones are met and appropriate proof of payment and completion is submitted | Submit claim forms as milestones are achieved and documentation confirms | <p>Receive claim forms as milestones are completed. Confirm their completion by reviewing appropriate proof of payment and/or by confirming energy savings are achieved as outlined in the M&V plans submitted as part of the project proposal</p> <p>The final payment may be delayed until after the final M&V has been completed to SaskPower’s satisfaction. Prepayment of final M&V costs in combination with withheld incentive payments will work to ensure there are financial consequences to not completing M&V requirements</p> |

5 Incentive Amounts, Limits and Payment Terms

In accordance with the Incentive Transaction Process, SaskPower provides financial Incentives to promote the development and implementation of energy conservation measures. The following table (Exhibit 5) presents the specifics relating to the amounts and payment terms for Incentives provided by SaskPower under the CEOP:

Exhibit 5 - Incentive Details

| Incentive | Incentive Amount | Supported Project Activity | Payment Terms | Reporting Requirements |
|------------------------------|---|---|--|--|
| Development Incentive | <p>SaskPower will provide an incentive toward the Energy Savings Study for projects initially deemed plausible by SaskPower</p> <p>A Development Incentive must be pre-approved</p> <p>50% of the cost of the Energy Savings Study will be funded to a maximum of \$5,000</p> | <p>The provision of Energy Savings Study, preferably by a 3rd party, that includes the opportunity development, business case, ECM design and M&V plan</p> <p>The Energy Savings Study can be completed by the customer providing, in SaskPower’s opinion, they have suitable resources to perform the task</p> <p>SaskPower reserves the right to require a 3rd party to perform the study depending on complexity of the project, the expertise, qualifications and availability of the customer’s resources</p> <p>If in house resources are used to provide the Energy Savings Study the customer will forgo the Development Incentive</p> <p>SaskPower will support the customer or their 3rd Party through collaboration and iterative review of draft Energy Savings Study Reports to ensure the report ultimately meets all SaskPower’s requirements to proceed or to the logical conclusion that no feasible opportunity exists</p> | <p>The Development Incentive will be paid upon the submission of an Energy Savings Study Report that satisfies the requirements outlined Schedule B of CEOP Custom Incentive Agreement – Development Incentive and Energy Saving Study Commitment Form and that is accompanied by proof of payment for services to provide the study</p> | <p>The activity must result in an Energy Savings Study report that complies with the Energy Savings Study requirements provided in Energy Savings Study section of this document</p> |

| Incentive | Incentive Amount | Supported Project Activity | Payment Terms | Reporting Requirements |
|---------------------------------|---|--|--|---|
| Implementation Incentive | <p>SaskPower will provide the following incentive:</p> <p>The greater of:</p> <ul style="list-style-type: none"> ■ Type 1-\$0.08/kWh saved in the first year of savings from the installed ECMs, or ■ Type 2-\$400/kW of demand reduction during SaskPower’s Peak Demand Period (SaskPower’s peak is defined as 5:00-9:00pm CST during the month of December) <p>However under no circumstances will the amount of type 1 or type 2 incentive exceed:</p> <ul style="list-style-type: none"> ■ The maximum incentive of \$100,000 ■ 50% of the cost to install the Energy Conservation Measure, or ■ The amount to reduce the Simple Payback of the Measure to 2 years | <p>Based on the Energy Savings Study SaskPower will determine which type and how much of an incentive it will offer</p> <p>SaskPower will determine milestones at which incentive claims can be submitted and the details of the M&V process that will be required</p> | <p>The implementation incentive will be paid upon the completion of project milestones and upon the submission of Schedule F of CEOP Incentive Agreement-Implementation Claim Form and the required proof of purchase</p> <p>Where projects require follow-up M&V the final milestone will be upon delivery of M&V report. This could result in the final milestone not occurring until a full year following implementation</p> <p>Should M&V results be materially less than estimated (i.e. 15% below estimate) SaskPower reserves the right to reduce the agreed to incentive proportionately to the shortfall in annual savings</p> | <p>Implementation Claim Forms must be accompanied by a proof of purchase following the achievement of a project milestone, or</p> <p>The submission of the M&V Report</p> |

6 Energy Saving Study Requirements

The Customer will assess the energy usage and systems at the Eligible Facility in order to identify potential Projects that meet the Project Eligibility Criteria.

Following analysis of the Eligible Facility, the Participant must prepare a written Energy Savings Study Report that contains (at a minimum) the information presented in the sub-sections below:

Executive Summary: Containing a table showing all considered energy efficiency measures. For each measure the participant chooses to propose, the following information is required: cost, savings, simple paybacks, other benefits (e.g. reduced maintenance or elimination of bottlenecks) and a brief description of all the ECMs considered.

Energy Use Baseline: A table summarizing the total energy use and cost by energy type for the facility for a minimum of one full year.

Baseline Equipment: For each measure proposed a description of the existing equipment or system and its present condition and operation that lends itself to the achievement of energy savings.

Proposed Modification: Description and intent of the proposed measures, which can be implemented at the facility to achieve savings and a description of their impact on associated systems and/or operation.

Benefits: Description of the type & value of potential benefits (energy savings, maintenance savings, productivity increases, etc.) that will result from the measures.

Interrelation: Description of any inter-connected systems that will be impacted by implementation of the measures and/or be required for the achievement of savings.

Potential Risks: Identify any potential risks to the implementation of the measure or achievement of the projected savings.

Detailed Estimate of Construction Costs: A detailed estimate of the total cost to implement the improvements including, but not limited to, engineering, procurement, installation and training.

Detailed Estimate of Savings: Provide an estimate of savings with supporting calculations.

Verification of Savings: Provide a M&V plan describing how savings will be verified after implementation of the ECM(s).

Scheduling Issues: Identify any scheduling issues that could impact implementation of the Project(s) and or/ specific measurements required.

Conclusion & Recommended Path Forward: The report should identify the specific measures that participant would like to propose for implementation.

Any other Information deemed appropriate by SaskPower: Provide any other information deemed appropriate given the complexity of the measures or project being proposed (e.g. business case, pro-forma cash flow, Internal Rate of Return, Net Present Value, other technical or scheduling specifics).

Appendix A – CEOP Incentive Agreement

Between: **Saskatchewan Power Corporation** (“SaskPower”)

SASKPOWER CONTACT:

And:

Customer Services – Customer Programs
 8SE, 2025 Victoria Avenue, Regina, Saskatchewan S4P 0S1
 Tel: 306.566.6109 Fax: 306.566.6122
 Attention: Marty Lelliott

Participant’s Name: _____ (“Participant”)

Contact Name: _____ **Telephone:** _____

Email: _____ **Facsimile:** _____

Address: _____ **Postal Code:** _____

City/Town: _____

Facility Name: _____ (“Facility”)

Address (if different from Participant’s Address): _____ **Postal Code (if different from Participant’s Postal Code):** _____

City/Town (if different from Participant’s City or Town): _____

In order to support significant energy efficiency improvements by established commercial and small industrial customers that consume greater than 450,000kWh of energy annually, with less than 1 MVA of demand, in Saskatchewan, SaskPower has developed the Commercial Energy Optimization Program (the “Program”). The Program is intended to accommodate Participants who own or operate facilities in Saskatchewan and wish to implement energy efficiency measures in their facilities that are not otherwise supported by existing SaskPower incentive offerings.

THE PROGRAM

- 1. Contract documents:** This Incentive Agreement includes the following documents (collectively, the “Contract”):
 - Schedule A - General Terms and Conditions
 - Schedule B - Development Incentive and Energy Saving Study Commitment Form
 - Schedule C - Development Incentive Claim & Energy Savings Study Report Submission Form
 - Schedule D - Project Proposal Form
 - Schedule E - Project Plan and Implementation Incentive Commitment Form
 - Schedule F - Implementation Incentive Claim Form
- 2. Agreement to participate in the Program:** The Participant may participate in one or more components of the Program as set out in this Contract. SaskPower and the Participant agree to be bound to the General Terms and Conditions attached as Schedule “A” to this Contract. Prior to proceeding with any component of the Program, SaskPower and the Participant shall execute each of the forms (attached as Schedules to this Contract) which corresponds to such component of the Program (each, a “Form”). Each executed Form shall be binding as of the date of execution of such Form.
- 3. Incentives:** SaskPower agrees to pay to the Participant any incentive amounts described under all Forms to this Contract properly executed by authorized officers of both parties, subject to the terms in this Contract and under the Program (each, an “Incentive Amount” and collectively, the “Incentive Amounts”).
- 4. Term of Contract:** Subject to being extended or terminated early as detailed in this Contract, including, but not limited to, the General Terms and Conditions or any of the Project Forms.
- 5. Facility:** The Participant hereby warrants that: (a) it either: (i) owns the Facility; or (ii) has formal authorization from the owner of the Facility to enter into this Contract in relation to the Facility on behalf of the own; (b) the Facility is located in Saskatchewan; and (c) the Facility and is serviced, either directly or indirectly, by SaskPower.

- 6. **Counterparts and Delivery:** This Form may be executed in counterparts each of which shall be deemed to be an original and all of which shall be construed together as one original instrument, and may be delivered in person, by facsimile or by email.
- 7. **Legal Effect:** Intending to be legally bound, the Participant and SaskPower have each signed this Contract.

SASKATCHEWAN POWER CORPORATION

By: _____ Date _____ Initials _____
 <Name of Signatory>, <Title of Signature>

(Full Name of the Participant)

By: _____ Date _____
 Signature of Signing Authority

_____ Title of Signing Authority
 Name of Signing Authority (please print)

SCHEDULE A - GENERAL TERMS AND CONDITIONS

1. Compliance with Laws

The Participant must: (a) obtain and maintain all permits, licenses and certificates required in implementing the Project; and (b) pay all charges and fees imposed by any applicable legislation, bylaws or regulations.

2. Qualified Staff

The Participant must only engage personnel or subcontractors that both SaskPower and the Participant mutually agreed are qualified to carry out the Energy Savings Study (as defined in Schedule B to this Contract).

3. Audit

3.1 At any time during the term of this Contract and thereafter for a period of 3 years ("Audit Period"), SaskPower may audit the Participant's performance under this Contract, including (without limitation) the use of any Incentive Amounts made to the Participant by SaskPower under this Contract.

3.2 During the Audit Period, the Participant must retain, and promptly when required by SaskPower, provide SaskPower and SaskPower's auditor(s) access to all relevant financial and technical records related to the Project for which Incentive Amounts were received, including (without limitation): (a) invoices, receipts and vouchers obtained by the Participant and proof of payments made, to substantiate the Participant's entitlement to Incentive Amounts; (b) technical information such as drawings, energy data, and reports, SaskPower may reasonably require to assess the implementation, environmental and financial performance of the Project; and (c) physical access to the Facility.

3.3 If SaskPower or its auditors find any discrepancy between the Incentive Amounts paid to the Participant and the actual amounts payable to the Participant in accordance with this Contract, any overpayment by SaskPower shall be a debt due and immediately repayable with interest at the rate of 19% per annum (or the maximum interest rate permitted by law, whichever is less) from the date the overpayment was first made.

4. Generally Accepted Accounting Principles Apply

Any accounting terms that are not specifically defined in this Contract are used in this Contract with the meanings assigned to them, and all calculations made, and all financial data to be submitted, is to be prepared in accordance with, the generally accepted accounting principles in effect in Canada, including (without limitation) those approved or recommended from time-to-time by the Canadian Institute of Chartered Accountants, or any successor institute, applied on a consistent basis.

5. Dealing with Discrepancies between Contract Provisions

To the extent necessary to eliminate any conflict or discrepancy between the provisions of the documents that comprise this Contract, these General Terms and Conditions govern over: (a) all executed Forms; and (b) any other documents agreed to by the parties during the Program.

6. Making Changes to this Contract

This Contract (including, but not limited to these General Terms and Conditions) cannot be amended or affected in any way by changes to any other document comprising this Contract except in an formal amendment written specifically to amend these General Terms and Conditions that is signed by the proper signing officers of both parties.

7. Dispute Resolution

Any dispute, claim or difference of opinion between SaskPower and the Participant regarding this Contract that is not settled through negotiation or mediation shall be referred to the courts of Saskatchewan; except that, with the agreement of both parties, the matter may be referred to arbitration.

8. Confidentiality and Public Announcements

8.1 **8.1 Confidentiality of Participant Confidential Information:** In this section, “Participant Confidential Information” means any non-public information relating to the Participant’s business, including but not limited to sales data, competitive advantages, corporate strategies, or customer account lists. SaskPower acknowledges that the security and confidentiality of Participant Confidential Information collected from the Participant is of the utmost importance. SaskPower shall not disclose any Participant Confidential Information to anyone other than its employees and agents who must have the Participant Confidential Information to perform SaskPower’s obligations under this Contract, unless: (a) the Participant specifically authorizes the disclosure; (b) the information is made anonymous and aggregated such that the Participant cannot be identified; or (c) the disclosure is required by law. Notwithstanding any other provision of this Contract, SaskPower may disclose: (i) the Participant’s name and the annual amount (if any) paid to it by SaskPower under all agreements (as required by Crown Investments Corporation of Saskatchewan for the purposes of publishing its annual payee disclosure report); (ii) any Participant Confidential Information to the Saskatchewan Provincial Auditor pursuant to *The Provincial Auditor Act* (Saskatchewan); (iii) any Participant Confidential Information as directed by Crown Investments Corporation of Saskatchewan (or its successor), or any committee or advisory body of the Saskatchewan Legislature or Cabinet, including the Saskatchewan Rate Review Panel; and (iv) any Participant Confidential Information as may be required pursuant to *The Freedom of Information and Protection of Privacy Act* (Saskatchewan).

8.2 **8.2 Confidentiality of SaskPower Confidential Information:** In this section, “SaskPower Confidential Information” means any information relating to SaskPower’s corporate strategies, strategic issues, business plans, proprietary planning tools, assets, liabilities, finances, commercial arrangements, management, customer information, disclosed to the Participant by SaskPower in connection with this Contract or the Program. The Participant shall not disclose any SaskPower Confidential Information to anyone other than its employees and agents who must have the SaskPower Confidential Information to perform the Participant’s obligations under this Contract, unless: (a) SaskPower specifically authorizes the disclosure; (b) the information is, at the time of disclosure, generally known to the public; or (c) the disclosure is required by law. The Participant shall cause each such employee or agent to hold SaskPower Confidential Information under the same or substantially similar obligations of confidentiality imposed by this confidentiality section. For greater certainty, the Participant shall be responsible to SaskPower for any disclosure or use of SaskPower Confidential Information contrary to this Contract by anyone to whom the Participant discloses SaskPower Confidential Information. Within seven (7) days from the termination of this Contract or from being requested by SaskPower, the Participant shall either, at SaskPower’s direction, return to SaskPower or destroy all SaskPower Confidential Information in the Participant’s possession or under its control, and require any employees or agents of the Participant to do the same.

8.3 **8.3 Public Announcements:** The Participant agrees to allow SaskPower to promote and make public announcements (or either) related to the Participant’s participation in the Program. Otherwise, except in the case of Participant as may be required by law and regulatory requirements related to public company reporting (including financial statements and quarterly/annual reports), neither party may issue nor approve any news release nor other public announcement concerning the transactions contemplated in this Contract without the prior written approval of the contents of announcement and of its release by the other party. Where a news release or public announcement is required pursuant to law or regulatory requirements, the Participant shall provide prior notice thereof to SaskPower, where possible.

9. Law of the Contract

The laws in force in Saskatchewan (excluding its conflict of laws rules) govern the interpretation, validity and enforceability of this Contract including any controversy or claim related directly or indirectly to this Contract. The parties agree to submit to the jurisdiction of the courts of the Province of Saskatchewan.

10. Entire Contract

The Contract constitutes the entire and only agreement between the parties relating to the Program described in this Contract, and supersedes and cancels all pre-existing agreements and understandings between the parties, relating to such subject matter.

11. Modification of the Program

11.1 SaskPower may, in its sole discretion, modify, change, revise or cancel the Program upon 30 days’ written notice to the Participant.

12. Termination

- 12.1 The Participant will be in material breach of this Contract if the Participant: (a) is dissolved, liquidated or insolvent; (b) has a trustee, liquidator, receiver, receiver/manager or similar officer appointed for it; (c) institutes or has instituted against it any proceeding under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other similar law; (d) makes a composition, proposal or assignment for the compromise of the claims of its creditors; or (e) breaches or defaults in the performance of any of its other obligations under this Contract, and fails to rectify the breach within 30 days of its receipt of notice from SaskPower, or, if the breach cannot be rectified within 30 days, the Participant fails to act as reasonably necessary to rectify the breach as soon as possible. Notwithstanding any provision of this Contract, the Participant will be in material breach of this Contract if the Participant does not remedy the breach within 60 days.
- 12.2 SaskPower may terminate this Contract if the Participant is in material breach of this Contract. If this Contract is so terminated by SaskPower, the Participant shall promptly pay back to SaskPower any portion of the Incentive Amounts that were advanced by SaskPower to the Participant.
- 12.3 In addition to any other termination rights of SaskPower under this Contract, SaskPower may immediately terminate this Contract on notice to the Participant in the event the Program is cancelled.

13. Indemnification

- 13.1 In this section 13 (Indemnification):
"SaskPower" includes SaskPower's agents, officers, directors and employees, or any of them; and "Claim" means any claim, demand, action, cause of action, suit or proceeding.
- 13.2 The Participant does hereby indemnify and hold harmless SaskPower from all liability, damage, losses, expenses or costs (including, without limitation, legal fees on a solicitor and own client basis), suffered or incurred as a result of Claims that are made, brought or prosecuted in any manner whatsoever against SaskPower by a third party, to the extent any such Claim is based upon, arises out of, results from or is attributable to: (a) acts or omissions, including, without limitation, negligence, strict liability, or willful, wanton or intentional misconduct of the Participant, any Participant subcontractor or anyone for whose acts or omissions any of them may be liable; and/or (b) a breach of this Contract by the Participant.

14. Limitation of Liability

Regardless of any other provision of this Contract, SaskPower's total liability to the Participant in relation to this Contract, whether due to breach of contract, tort, negligence, warranty, strict liability or otherwise, is limited to paying approved Incentives in accordance with this Contract and the Program. The Customer waives and releases SaskPower and its agents, officers, directors and employees, or any of them, from all obligations (other than payment of approved Incentives in accordance with this Contract and the Program), and for any liability or claim associated with the Program (including, but not limited to, this Contract, termination of the Program or this Contract, the Energy Saving Study Report and/or the performance of the Energy Saving Study Report measures). Regardless of any other provision in this Contract, SaskPower will not be liable to the Participant for consequential damages in relation to this Contract, including without limitation, for loss of profits, loss of revenue or loss of anticipated business.

15. Giving Notices

Every notice required or allowed under this Contract must be written and given by personal delivery, registered mail or fax to each party at the address or fax number (whichever is applicable) printed on the first page of this Contract, or to any other address or fax number of which a party gives proper notice. Each notice will be considered given when: (a) if sent by fax, as evidenced by a fax confirmation generated by the notifying party's fax equipment; and (b) if sent by mail, 3 days after it is postmarked.

16. No Assignment by Participant

The Participant has no right to assign or transfer, by any means, all or any part of, benefit of, or interest in this Contract including, without limitation, by assignment, mortgage, encumbrance, subcontract, sale, merger, consolidation, or a substantial change in the ownership of the Contractor's business (whether voluntary or involuntary), without SaskPower's prior written consent.

17. No Agency or Partnership

Regardless of any other provision in this Contract, the parties are completely independent of one another and are neither representatives, agents, associates nor partners of each other.

18. Time

Time is of the essence of this Contract.

19. Further Assurances

Each party shall upon reasonable request of the other, do or cause to be done all further acts, deeds and assurances, whatever for the better performance of the terms of this Contract.

20. Severability

If any provision(s) of this Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision(s) and everything else in this Contract continues in full force and effect.

21. No Warranties

21.1 SASKPOWER DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND SASKPOWER MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH THE ENERGY SAVINGS STUDY REPORT, ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE PROGRAM, THIS CONTRACT, AND/OR THE PARTICIPANT'S PARTICIPATION IN THE PROGRAM. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM, INCLUDING ITEMS INCORPORATED IN ANY PROJECT ("THIRD PARTY WARRANTIES"), ARE NOT TO BE CONSIDERED WARRANTIES OF SASKPOWER AND SASKPOWER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY OTHER DOCUMENTS.

21.2 Neither SaskPower nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the measures described in the Energy Saving Study Report are proper or comply with any particular laws, codes, or industry standards. SaskPower does not make any representations of any kind regarding the benefits or energy savings to be achieved by the measures described in the Energy Saving Study Report or the adequacy or safety of such measures.

21.3 The Participant acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not SaskPower)) for all aspects of the Energy Saving Study Report, Project and related work including, but not limited to: (i) selecting the equipment; (ii) selecting contractors to perform the work; (iii) inspecting the work and the equipment; (iv) ensuring that the equipment is in good working order and condition; (v) ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Participant and that the same is properly installed and suitable for the Participant's purposes; and (vi) determining if work was properly performed.

21.4 The Participant agrees and acknowledges that SaskPower is not a manufacturer of, regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work related to the Project.

21.5 The provisions of this Section 21 shall survive the termination, cancellation or completion of the Project, this Contract and/or the Participant's participation in the Program.

22. Eligibility Criteria

To be eligible to participate in the Program, and at all times during the term of the Contract, the Participant shall:

- (a) either: (i) own the Facility(ies); or (ii) have formal authorization from the owner of the Facility(ies) to enter into this Contract in relation to the Facility(ies);
- (b) be a customer of SaskPower (or a customer of a utility served by SaskPower) in good standing and not in arrears at the time of application to the Program;
- (c) have a North American Industry Classification System (“NAICS”) Code other than 21, 22, 31-33 or 486;
- (d) have an aggregate energy load of less than 1MVA at the Facility(ies) (if the Participant falls under the codes in bullet #3 of this section 22 and has an aggregate energy load of 1MVA or more, please see SaskPower’s Industrial Energy Optimization Program);
- (e) and have an annual energy consumption at the Facility(ies) of greater than 450,000kWh.

23. The Facility(ies) considered under this Contract must:

- (a) be located in Saskatchewan and serviced by SaskPower either directly or indirectly; and
- (b) have been operated/occupied consistently for at least one year prior to the Participant’s application under the Program as determined by SaskPower, in SaskPower’s sole discretion.

24. Incentive Availability

Program Incentives are limited. SaskPower may decide, in its sole and unfettered discretion, whether or not to proceed with a Program application based on the availability of Incentive funds.

SCHEDULE B - DEVELOPMENT INCENTIVE AND ENERGY SAVINGS STUDY COMMITMENT FORM

Customer Services – Customer Programs
 8SE, 2025 Victoria Avenue, Regina, Saskatchewan S4P 0S1
 Tel: 306.566.6109 Fax: 306.566.6122
 Attention: Marty Lelliott

DATE: _____

This Development Incentive and Energy Savings Study Commitment Form is made pursuant to the provisions of the Commercial Energy Optimization Program Incentive Agreement (the “Contract”) dated _____ (Contract date) between SaskPower and:

Participant’s Name: _____ (“Participant”)

Contact Name: _____ **Telephone:** _____

Email: _____ **Facsimile:** _____

Address: _____ **Postal Code:** _____

City/Town: _____

Technical Expert Name: _____ (“Technical Expert”)

Contact Name: _____ **Contact Telephone:** _____

Contact Email: _____ **Contact Facsimile:** _____

REGARDLESS OF ANY OTHER PROVISION OF THIS FORM, THIS FORM WILL BE BINDING UPON SASKPOWER AND THE PARTICIPANT IN ACCORDANCE WITH THE CONTRACT, UPON EXECUTION OF THIS FORM BY BOTH PARTIES. THIS FORM IS SUBJECT TO THE PROVISIONS OF THE GENERAL TERMS AND CONDITIONS. ANY PROVISION OF THIS FORM THAT PURPORTS TO DIRECTLY OR INDIRECTLY ALTER ANY PROVISION OF THE GENERAL TERMS AND CONDITIONS OR THE INTENT THEREOF IS VOID AND OF NO FORCE AND EFFECT.

Energy Savings Study

An assessment of the Participant’s Facility to determine energy efficiency opportunities (the “Energy Savings Study”) must be prepared by an appropriately qualified and experienced technical expert agreed to by SaskPower and the Participant. The agreed to Technical Expert is identified above. The Energy Savings Study Report must contain the following specific sections:

Executive Summary: A table showing all considered energy efficiency measures. For each measure, the following information is required: cost, savings, simple paybacks, other benefits (e.g. reduced maintenance or elimination of bottlenecks) and a brief description of all the measure considered. The summary should also identify the measures recommended to proceed.

Energy Use Baseline: A table summarizing the total energy use and cost by energy type for the Facility for a minimum of one full year.

Baseline Equipment: For each measure proposed a description of the existing equipment or system and its present condition and operation that lends itself to the achievement of energy savings.

Proposed Modification: Description and intent of the proposed measures, which can be implemented at the Facility to achieve savings and their impact on associated systems and/or operation.

Benefits: Description of the type & value of potential benefits (energy savings, maintenance savings, productivity increases, etc.) that will result from the measures.

Interrelation: Description of any inter-connected systems that will be impacted by implementation of the measures and/or be required for the achievement of savings.

Potential Risks: Identify any potential risks to the implementation of the measure or achievement of the projected savings.

Estimated Total Construction Costs: A brief estimate of the total cost to implement the improvements

including engineering, procurement, installation and training.

Estimated Savings: Provide an estimate of savings with supporting calculations.

Verification of Savings: Provide a measurement and verification plan describing how savings will be verified after implementation of the improvements.

Scheduling Issues: Identify any scheduling issues that could impact implementation of the Project(s) and/or specific measurements required.

Conclusion & Recommended Path Forward: The report must identify the specific measures that the Participant would like to propose for implementation.

Any other Information deemed appropriate by SaskPower: Provide any other information deemed appropriate given the complexity of the measures or project being proposed (e.g. business case, pro-forma cash flow, Internal Rate of Return, Net Present Value, other technical or scheduling specifics).

Term

The Participant has until _____ (maximum 6 months from the effective date of this form) to complete and deliver the Energy Savings Study to SaskPower to qualify for the Development Incentive.

Please check the applicable option:

Development Incentive

The Participant has engaged a Technical Expert to perform the Energy Savings Study, and SaskPower will pay to the Participant a Development Incentive calculated as the lesser of: (a) one-half (1/2) the invoiced cost (not including taxes) of eligible expenses of the Energy Savings Study; or (b) \$5,000.00 (the "Development Incentive"), subject to the terms of this Contract. The Development Incentive is payable upon SaskPower's receipt of:

- (a) An Energy Savings Study Report completed to SaskPower's satisfaction;
- (b) Fully paid invoices evidencing the costs of completing the Energy Savings Study Report; and
- (c) A completed Development Incentive Claim & Energy Savings Study Submission Form.

No Development Incentive

The Participant has elected to prepare its own Energy Savings Study Report at its own cost. The Parties each agree that no Development Incentive will be paid to the Participant under this option.

Project Proposal

If the Participant is interested in pursuing one (or more) energy savings opportunities identified in the Energy Savings Study Report, that are not available through other prescribed SaskPower incentive programs, the Participant must prepare and submit a project proposal (the "Project Proposal") to SaskPower identifying measures and estimated savings as supported by the Energy Saving Study Report. The Project Proposal must be submitted to the SaskPower Contact listed at the top of this Form no later than 4 months following the date on the "Schedule C: Development Incentive Claim & Energy Savings Study Submission Form." SaskPower will review the Project Proposal to assess its eligibility, the amount of anticipated savings and potential incentive amounts that SaskPower may contribute to the Project in accordance with the advertised incentive amounts found on www.saskpower.com as of the date this Form is executed by SaskPower.

Counterparts and Delivery

This Form may be executed in counterparts each of which shall be deemed to be an original and all of which shall be construed together as one original instrument, and may be delivered in person, by facsimile or by email.

Execution

Each party has executed this Form with the intention of making it legally binding as of the date written above under the signature(s) of its proper signing officer(s).

SASKATCHEWAN POWER CORPORATION

By:

<Name of Signatory>, <Title of Signature>

Date

Initials

(Full Name of the Participant)

By:

Signature of Signing Authority

Date

Name of Signing Authority (please print)

Title of Signing Authority

SCHEDULE C: DEVELOPMENT INCENTIVE CLAIM & ENERGY SAVINGS STUDY SUBMISSION FORM

Attached is:

- 1) A completed Energy Savings Study Report that contains all the required sections identified in the Development Incentive and Energy Savings Study Commitment Form;
- 2) An invoice from the Participant’s Technical Expert for the services provided to complete the Energy Savings Study, if applicable.

I certify that I have the authority to submit this claim on behalf of the Participant, and bind the Participant, and that I am aware of and agree:

- 1) That all of the information in the Energy Savings Study Report and this Participant Development Incentive Claim & Energy Savings Study Submission Form is accurate and correct;
- 2) That if SaskPower’s verification process identifies any discrepancies or issues that result in an ineligible application, the Participant will be required to, and agrees to, repay the Development Incentive to SaskPower, if applicable.

(Full Name of the Participant)

Signature of Signing Authority

Date

Name of Signing Authority (please print)

Title of Signing Authority

SCHEDULE D – PROJECT PROPOSAL FORM

Upon completion of the Energy Savings Study Report for the Proponent’s Facility, a Project Proposal must be submitted to SaskPower in order to receive an approval to move to the implementation phase. All proposed measures, their estimated savings and costs, and a measurement and verification plan must be determined and presented in the Energy Savings Study Report.

To be eligible for a implementation incentive (“Implementation Incentive”) the Proponent’s proposal must be for either: (a) a retrofit to or replacement of existing operable equipment; or (b) the replacement of non-operating equipment, in which case only the incremental savings for high efficiency replacement equipment (as opposed to standard efficiency replacement equipment) will be considered for an incentive.

Equipment or measures that are eligible for any other SaskPower Incentive Program may be excluded from receiving an incentive under this Program.

The Implementation Incentive Amount will be pre-approved based on the measure’s energy or demand savings and will be incented at the advertised Implementation Incentive Amounts found on www.saskpower.com as of the date the Project Plan and Implementation Incentive Commitment Form is executed by SaskPower.

Participant’s Name: _____ (“Participant”)

Contact Name: _____ **Telephone:** _____

Email: _____ **Facsimile:** _____

Address: _____ **Postal Code:** _____

City/Town: _____

1. Bench Mark Energy Use: Please provide the following power consumption information as identified in your Energy Savings Study Report for one year prior to the Energy Savings Study:

Peak Demand (kVA) _____

Total Annual Electricity Use (kWh) _____

Total Annual Electricity Cost _____

2. Proposed Measures: Please provide the following information, as identified in your Energy Savings Study Report for each proposed custom measure (add pages or rows as necessary):

| Custom Measure | Savings | | | Eligible Cost (\$) |
|----------------|---------|-----|-------------------------|--------------------|
| | kVA | kWh | Electricity saving (\$) | |
| M1: | | | | |
| M2: | | | | |
| M3: | | | | |
| Total | | | | |

3. Proposed Measurement and Verification (M&V) Plan: Provide the M&V plan identified in your Energy Saving Study Report.

SCHEDULE E – PROJECT PLAN AND IMPLEMENTATION INCENTIVE COMMITMENT FORM

This Project Plan has been prepared in accordance with the Energy Savings Study Report described in Schedule C to your Commercial Energy Optimization Program Incentive Agreement (the “Contract”) with SaskPower dated _____ (insert date).

1. **Milestones and Incentives:** TSaskPower and the Participant agree to the following completion date(s), milestone dates (as required), total incentive amounts and portions of that incentive amount to be paid at milestone dates (as required):

| MILESTONES | EXPECTED COMPLETION DATE | INCENTIVE AMOUNT |
|--|--------------------------|------------------|
| First Implementation Incentive Payment (if Required) <ul style="list-style-type: none"> • Insert details • Submit an Implementation Incentive claim, along with proof of payment for Eligible Costs to date. | Date | \$0.00 |
| Final Implementation Incentive Payment <ul style="list-style-type: none"> • Insert details • Confirm project Implementation is complete, and provide proof of payment for all Eligible Costs | Date | \$0.00 |

2. **Payment:** Upon the completion of the Project Plan or a milestone set out above, the Participant may claim the applicable Implementation Incentive Amount described in the chart above by completing and submitting the Implementation Incentive Claim Form (Schedule F of the Contract). Upon confirmation of the Participant’s compliance with the Program by SaskPower, this Contract and the requirements of the milestone, SaskPower shall pay to the Participant the Implementation Incentive Amount claimed.
3. **Revisions to the Project Plan:** SaskPower and the Participant may mutually agree to amend or revise any parts of this Form in accordance with Section 6 (Making Changes to this Contract) of Schedule A – General Terms and Conditions.
4. **Counterparts and Delivery:** This Form may be executed in counterparts each of which shall be deemed to be an original and all of which shall be construed together as one original instrument, and may be delivered in person, by facsimile or by email.
5. **Execution:** Each party has executed this Form with the intention of making it legally binding as of the date written above under the signature(s) of its proper signing officer(s).

SASKATCHEWAN POWER CORPORATION

By: _____ Date _____ Initials _____
<Name of Signatory>, <Title of Signature>

(Full Name of the Participant)

By: _____ Date _____
Signature of Signing Authority

Name of Signing Authority (please print)

Title of Signing Authority

Schedule F - IMPLEMENTATION INCENTIVE CLAIM FORM

Upon completion of the Participant's Project, or at any declared payment milestones as identified in Schedule E of the Participant's Project Plan and Implementation Incentive Commitment Form dated _____ (*insert date*), please complete and submit this Implementation Incentive Claim Form to your SaskPower Program contact along with applicable receipts* indicating work has been completed.

DATE _____
DD-MMM-YYYY

APPLICANT INFORMATION

Participant's Name: _____ (*"Participant"*)

| | |
|---------------------|--------------------|
| Contact Name: _____ | Telephone: _____ |
| Email: _____ | Facsimile: _____ |
| Address: _____ | Postal Code: _____ |
| City/Town: _____ | |

INCENTIVE REQUEST STAGE

First Milestone (as needed) Incentive Payment Final Incentive Payment

PLEASE PROVIDE ANY COMMENTS THAT MAY BE HELPFUL FOR COMPLETING THIS CLAIM

Submitted By: _____ _____ _____
(Signature) *(Printed Name)* *(dd/mm/yy)*

***Please attach the implementation receipts**