

SCHEDULE 3

BC Hydro

Electric Tariff Supplement No. 115
North Coast Supplement to Facilities Agreement
Effective:
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NORTH COAST SUPPLEMENT TO FACILITIES AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made as of

the ___ day of _____, 20____ (the “**Effective Date**”)
for _____.

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,
having its head office at
333 Dunsmuir Street, Vancouver, British Columbia V6B 5R3
(herein called “**BC Hydro**”)

OF THE FIRST PART

AND:

[**CUSTOMER LEGAL NAME**]
having an office in British Columbia at
[**CUSTOMER ADDRESS**], [CITY], British Columbia [POSTAL CODE]
(herein called the “**Customer**”)

OF THE SECOND PART

THIS AGREEMENT WITNESSES THAT BC Hydro and the Customer agree as follows:

ACCEPTED: _____

REGISTRAR

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ACCEPTED: _____

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REGISTRAR

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Supplemental Agreement, the following terms shall have the following meanings:

- (a) **“Customer Facilities Agreement(s)”** means one or more agreements between BC Hydro and the Customer in the form of Electric Tariff Supplement No. 6 or Electric Tariff Supplement No. 88 (or any successor to either of them) to facilitate the supply of Electricity to the Customer’s Plant referred to on Page 1 of this Supplemental Agreement;
- (b) **“Eligible Project”** means a transmission load project that uses Electricity for the purposes of constructing or operating a mine, liquified natural gas operation, timber processing facility, or facility for the purposes of production, gathering, processing, storage or disposal of petroleum or natural gas; and
- (c) **“Load Interconnection Queue”** means the queue used by BC Hydro to determine the order of accepted requests for load interconnection and an increase to Contract Demand, pursuant to BC Hydro’s Business Practice for Load Interconnection Queue Management.

1.2 All capitalized terms not otherwise defined in this Supplemental Agreement shall have the meaning set out in the Customer Facilities Agreement(s).

1.3 This Supplemental Agreement is intended as a supplement to and should be read in conjunction with the Customer Facilities Agreement(s). If there is any conflict between the provisions of this Supplemental Agreement and any Customer Facilities Agreement(s), the provisions of this Supplemental Agreement shall prevail.

ACCEPTED: _____

ORDER NO. _____

REGISTRAR

2.0 APPLICABILITY

- 2.1 This Supplemental Agreement applies to any BC Hydro customer who:
- (a) has requested new or increased Contract Demand in an amount greater than 150 MV.A for an Eligible Project directly or indirectly connected to the BC Hydro electrical system extending west from the Williston Substation near Prince George; and
 - (b) is in BC Hydro’s Load Interconnection Queue on, or enters the Load Interconnection Queue on or after, the effective date of Electric Tariff Supplement No. 115 in respect of that new or increased Contract Demand.

3.0 SYSTEM REINFORCEMENT

- 3.1 In each of the Customer Facilities Agreement(s), the definition of System Reinforcement is amended by deleting the words “, unless the new or incremental loads exceed 150 MV.A.”.

4.0 TERM AND TERMINATION

- 4.1 The term of this Supplemental Agreement shall commence on the Effective Date and continue in force until all Customer Facilities Agreement(s) have been terminated without replacement.

5.0 COUNTERPARTS

- 5.1 This Supplemental Agreement may be executed and delivered by electronic means and in several counterparts, each of which when executed and delivered will be deemed to be an original and all of which together will be one and the same agreement.

ACCEPTED: _____

ORDER NO. _____

REGISTRAR

IN WITNESS WHEREOF the duly authorized representative of each party has executed this Supplemental Agreement. [If the Customer is a joint venture or partnership then this Supplemental Agreement shall be executed and sealed by all joint venturers or partners and all declarations and agreements of the Customer shall be deemed to be joint and several.]

**BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY**

[CUSTOMER LEGAL NAME]

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ACCEPTED: _____

ORDER NO. _____

REGISTRAR