SCHEDULE 8

**EPA SIDE LETTER**

Issued: April 3, 2024

PURPOSE

This Schedule 8 is for use in accordance with executing and providing the EPA Side Letter to BC Hydro in conjunction with a Preferred Proponent’s execution of the Specimen EPA.

Words and phrases used in this document and defined in the RFP and/or the Specimen EPA have the meanings given in the RFP and/or Specimen EPA.

GENERAL INSTRUCTIONS

1. Proponents are required to use the template language provided in this Schedule.
2. Attach signed letters as an Exhibit.

EPA SIDE LETTER FOR CALL FOR POWER

<Date>

<Seller>

Dear Sirs / Mesdames:

**Re: <Project> Electricity Purchase Agreement dated as of <EPA Date>**

We refer to the above-noted agreement between British Columbia Hydro and Power Authority (“**BC Hydro**”) and <Seller> (the “**Seller**”), as it may be amended or extended from time to time (the “**EPA**”).

The words and phrases used in this letter which are defined words and phrases in the EPA have the meanings given in the EPA, unless otherwise defined in this letter.

In consideration of BC Hydro entering into the EPA, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Seller, the Seller confirms, on behalf of itself and its Affiliates:

1. For any failure by BC Hydro to fulfill an obligation to a First Nation relating to a Potential Impact, where that obligation arose or relates to a BC Hydro act or omission prior to the date hereof:
	1. The Seller releases BC Hydro from all liability whatsoever to the Seller and/or any of its Affiliates, in contract, tort or otherwise; and
	2. The Seller will not commence any action or proceeding seeking compensation and/or other relief.

This release and covenant does not apply to any matters, under any circumstances, arising on the Buyer’s side of the Point of Interconnection or on the BC Hydro System.

1. For any failure by BC Hydro to fulfill an obligation to a First Nation relating to a Potential Impact, where that BC Hydro obligation arose or relates to a BC Hydro act or omission after the date hereof, BC Hydro’s liability will be determined in accordance with the EPA as if it was still in effect between the Parties notwithstanding any expiry, termination, declaration by any order of a court or regulatory authority that the EPA is invalid, void or unenforceable, or any other means by which the EPA otherwise ceases to have effect.
2. This Agreement is governed by British Columbia law, and survives any termination of the EPA, or any order of a court or regulatory authority of competent jurisdiction determining that the EPA is void and/or unenforceable.

This letter constitutes a valid and binding obligation of BC Hydro and the Seller, notwithstanding the provisions of section 19.5 (Entire Agreement) of the EPA.

Please confirm your agreement with the foregoing by signing the enclosed copy of this letter and returning it to us with your executed EPA.

Yours truly,

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

Per:

 \_\_\_\_\_\_\_

Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Office

AGREED, as of <Month> \_\_, <Year>

**<Seller>**

Per:

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Authorized Representative

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Print Name and Office