

SHORE POWER SERVICE AGREEMENT

This Agreement (hereinafter referred to as "Shore Power Agreement" or "Agreement") is made to be effective on the _____ day of _____, _____,

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,

having its head office at 333 Dunsmuir Street,

Vancouver, British Columbia V6B 5R3

("BC Hydro")

AND:

Customer Name

Address

(the "Port Customer")

(Each of BC Hydro and the Port Customer are referred to individually as the "Party" and collectively, as the "Parties")

WHEREAS the Port Customer owns and is charged with operating the Port Facility, and wishes to install facilities to enable Eligible Vessels docked at the Port Facility to connect to and receive electricity supply from the Port Facility while they are at berth. This electricity supply will relieve the docked Eligible Vessels of the need to operate their onboard diesel generating units while at berth; and

ACCEPTED: July 2, 2015
ORDER NO. G-111-15


COMMISSION SECRETARY

WHEREAS the Port Customer is currently receiving service from BC Hydro pursuant to Rate Schedule _____ approved by the British Columbia Utilities Commission ("BCUC"), and in addition, wishes to receive a non-firm electricity supply ("Shore Power") from BC Hydro under Rate Schedule _____ to provide the Shore Power to the docked Eligible Vessels; and

WHEREAS BC Hydro and the Port Customer wish to enter into this Shore Power Agreement to provide for the supply of Shore Power to the Port Facility.

NOW THEREFORE, THIS AGREEMENT WITNESSES that the Parties agree as follows:

1.0 INTERPRETATION

1.1 Definitions

The following definitions and any terms defined internally in this Agreement will apply to this Agreement, Rate Schedule _____ and all notices and communications made pursuant to this Agreement:

Delivery Point(s) means

Port Facility means

Electricity means as defined in BC Hydro's Electric Tariff.

Eligible Vessels means cruise ships, container ships, cargo ships, freighters, tankers, bulk carriers, passenger and vehicle ferries, and similar deep-sea vessels.

Local Operating Order means the operating order entered into by BC Hydro and the Port Customer which outlines the procedures to be followed when working on electrical facilities at or in the vicinity of the Delivery Point(s), and for connecting and

ACCEPTED: July 2, 2015 _____

ORDER NO. G-111-15 _____



COMMISSION SECRETARY

disconnecting docked Eligible Vessels to and from the Shore Power delivery facilities, and procedures for related matters, as the same may be revised from time to time.

Point of Metering means

Port Electricity means Electricity delivered by a Port Customer to an Eligible Vessel while the Eligible Vessel is docked at the Port Customer's Port Facility.

Port Facility means

Shore Power means interruptible Electricity provided by BC Hydro to a Port Customer to enable the Port Customer to provide Port Electricity to Eligible Vessels while docked at the Port Facility.

System Reinforcement means as defined in Appendix 1 to Electric Tariff Supplement No. 6.

1.2 Interpretation

Unless otherwise specified herein, all references to Sections are to those set forth in this Agreement. Reference to any Party includes any permitted successor or assignee thereof. The term "including" followed by descriptive words is used in this Agreement by way of example only and is not intended to limit the scope of the provision. The headings used in this Agreement are for convenience and reference purposes only.

ACCEPTED: July 2, 2015
ORDER NO. G-111-15


COMMISSION SECRETARY

2.0 AVAILABILITY**2.1 Delivery Facilities**

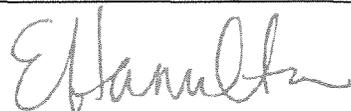
Port Customer shall provide at its cost all necessary equipment and upgrades for delivery of Shore Power and Port Electricity, including all such necessary equipment and upgrades owned by BC Hydro as determined by BC Hydro in its sole discretion, despite any provision to the contrary in the *Electric Tariff* or any applicable or otherwise applicable rate schedule, tariff supplement or Electricity Supply Agreement ("ESA"), entered into between Port Customer and BC Hydro.

The "Distribution Extensions" provisions in Part 8 of BC Hydro's *Electric Tariff Terms and Conditions* shall apply in respect of any "Extension" (as defined in the said Terms and Conditions) to BC Hydro's distribution system to enable the supply of Shore Power to the Port Facility, except that having regard to the nature of the service to be provided by BC Hydro under this Agreement: i) no BC Hydro's Contribution, as defined in the *Electric Tariff*, shall be payable by BC Hydro towards the cost of the Extension, and ii) BC Hydro shall not be required to construct an Extension for the purpose of increasing capacity of BC Hydro's distribution system.

2.2 Use of Electricity

Shore Power supplied by BC Hydro pursuant to this Shore Power Agreement shall be used only for the supply of Port Electricity to Eligible Vessels docked at the Port Facility from time to time. Shore Power taken under this Shore Power Agreement shall not displace Electricity that would otherwise be taken by the Port Customer under any other Rate Schedule, including 1600, 1601, 1610, 1611 or 1823, for uses other than supply of Port Electricity to docked Eligible Vessels.

For greater certainty the Port Customer and BC Hydro agree and acknowledge that Shore Power does not contribute to energy or demands charges for Electricity supplied to the Port Customer under any other rate schedule, tariff supplement or ESA, including but not limited to determination of Historical Baselines under Rate

ACCEPTED: July 2, 2015ORDER NO. G-111-15

COMMISSION SECRETARY

Schedules 1600, 1601, 1610, 1611 or Customer Baseline Loads under Rate Schedule 1823.

3.0 TERM

3.1 Term of Agreement

Notwithstanding the actual date of execution, the term of this Agreement will commence on the effective date specified on page 1 (the "Effective Date") and will continue for a ten year period (the "Term") unless terminated prior to the expiration thereof in accordance with section 3.2 or 3.3. Upon termination under this section 3, neither party shall have any further or other liability or obligation to the other except as specifically provided in this section 3.

3.2 Early Termination by the Port Customer

The Port Customer shall be entitled to terminate this Agreement at any time by giving BC Hydro 30 days advance written notice of termination, effective on the date specified in such notice; provided that the Port Customer shall remain obligated to pay any amounts accrued and owing hereunder as of the date of termination.

3.3 Early Termination by BC Hydro

BC Hydro shall be entitled to terminate this Agreement by giving the Port Customer 30 days advance written notice of termination if, at any time during the Term, the costs of this Agreement are determined by the BCUC, or any other regulatory body having jurisdiction from time to time in respect of BC Hydro's rates, to be imprudent or not in the interests of BC Hydro's ratepayers, or if BC Hydro is unable for any reason to recover the costs of this Agreement in its rates, or immediately following any one year period of the Agreement in which BC Hydro does not have sufficient energy or capacity to provide Shore Power at any time during that one year period.

ACCEPTED: July 2, 2015
ORDER NO. G-111-15


COMMISSION SECRETARY

4.0 NON-FIRM ELECTRIC SERVICE TO BE PROVIDED

4.1 Non-Firm Electricity

BC Hydro shall sell and deliver to the Port Customer, and the Port Customer shall purchase and receive from BC Hydro, at the Delivery Point(s), Shore Power, but only if and to the extent that such electricity and the ability to deliver the electricity are available to BC Hydro at times appropriate for receipt by the Port Customer.

If Shore Power is supplied under Rate Schedule 1280, the supply of Electricity shall be alternating current ____ phase ____ wire, having a frequency of approximately 60 hertz metered at a nominal potential of _____ volts phase-to-phase and delivered at a nominal potential of ____ volts phase-to-phase at the Point of Delivery, subject to normal variations from the said frequency and voltages.

The load requiring Shore Power shall be limited to __ MVA maximum at the Port Facility and shall not be increased without the prior written approval of BC Hydro.

The physical delivery of Shore Power may be interrupted, curtailed, or suspended at any time and for any reason by BC Hydro provided that BC Hydro shall give the Port Customer as much advance notice of such interruption, curtailment, or suspension as is reasonably practical under the circumstances and as outlined in the Local Operating Order.

5.0 RATE SCHEDULE

BC Hydro shall supply Shore Power to the Port Customer in accordance with Rate Schedule _____. Port Customer shall pay to BC Hydro the charges set out in the Rate Schedule in addition to any charges set out in this Agreement pertaining to facilities, including delivery facilities, metering, and protection and control.

ACCEPTED: July 2, 2015
ORDER NO. G-111-15



COMMISSION SECRETARY

6.0 METERING AND BILLING

The supply of Shore Power will be metered at Primary Voltage, as defined in BC Hydro's *Electric Tariff*, at the Point of Metering.

The Port Customer shall pay all equipment and installation costs required for metering Shore Power. This includes the meter, metering transformers and any associated apparatus, as determined and supplied by BC Hydro.

BC Hydro owns and is responsible for the maintenance of meters and metering transformers installed on the Port Customer's premises for the purposes of billing.

BC Hydro may render accounts as often as it deems necessary. Current bills are due and payable upon presentation. A late payment charge at a rate and under terms and conditions contained in BC Hydro's *Electric Tariff* will be applied to amounts which remain unpaid one month from the billing date. If it becomes necessary to disconnect service, payment of the full amount due plus a reconnection charge will be required before service is restored.

7.0 MAINTENANCE

The Port Customer owns and is responsible for the maintenance of all electrical equipment required for the supply of Port Electricity to docked Eligible Vessels at the Port Facility (the "Port Electricity Electrical Equipment"), other than the meters, metering transformers and any associated apparatus supplied by BC Hydro. The Port Customer shall at all times maintain, repair and replace the Port Electricity Electrical Equipment in accordance with the requirements of BC Hydro's *Electric Tariff* and the Local Operating Order.

ACCEPTED: July 2, 2015
ORDER NO. G-111-15



COMMISSION SECRETARY

8.0 OPERATIONS

8.1 Connection/Disconnection Procedures

The procedures for connecting and disconnecting docked Eligible Vessels to and from Port Electricity Electrical Equipment, and procedures for related matters (including synchronization, transfer of loads, communications, safety) will be set forth in the Local Operating Order to be agreed upon and signed between BC Hydro and the Port Customer. The Parties may from time to time agree in writing to change the provisions of the Local Operating Order without such changes or the Local Operating Order itself being considered modifications or amendments to this Agreement. BC Hydro shall not be obligated to deliver Shore Power under this Agreement until the Local Operating Order is signed.

9.0 PROTECTING EQUIPMENT AND POWER QUALITY

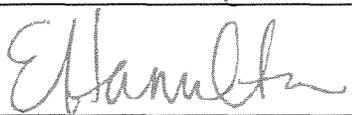
9.1 The Port Customer's Protection of BC Hydro's Quality of Power

The Port Customer shall at all times design, install, operate and manage its facilities and equipment (including generation and loads) to avoid adverse impacts on the quality and reliability of power available to BC Hydro and BC Hydro's other customers. BC Hydro shall be entitled to prescribe reasonable protective measures to implement this requirement. The Port Customer shall implement such measures at its cost. BC Hydro may from time to time reasonably change such requirements without such changes being considered modifications or amendments to this Agreement.

9.2 Protection by the Port Customer of its Own Equipment and Machinery

During operation of its facilities, equipment, and loads, the Port Customer shall at all times take all necessary steps (including complying with requirements reasonably imposed by BC Hydro for this purpose) to prevent adverse impacts on the Port Customer's equipment and machinery. The Port Customer shall, for example, cause Eligible Vessels docked at the Port Facility that are receiving, or will receive, Port

ACCEPTED: July 2, 2015
ORDER NO. G-111-15


COMMISSION SECRETARY

Electricity under this Agreement to install and maintain in good operating condition suitable protective devices (including suitable motors) reasonably satisfactory to BC Hydro for equipment aboard the Eligible Vessels including but not limited to:

- (i) Line starting and overload protective devices;
- (ii) Devices to protect against under- and over-voltage, and under- or over frequency;
- (iii) Devices to protect three-phase equipment from single-phase operation and phase reversal.
- (iv) Devices to protect against reverse power flowing from the Eligible Vessels into the BC Hydro system.

The Port Customer shall further cause the Eligible Vessel owners to permit BC Hydro to inspect the protective devices aboard the Eligible Vessels from time to time to determine that the protective devices comply with the requirements of this section.

10.0 RESALE OF ELECTRICITY

In respect of any resale of Shore Power by the Port Customer as Port Electricity to Eligible Vessels, the Port Customer agrees that the price it shall charge for the supply of Port Electricity to Eligible Vessels docked at the Port Facility shall not exceed the price payable to BC Hydro for the Shore Power supplied. The rates and charges for Port Electricity may be set by the Port Customer on a different basis from the rates and charges payable to BC Hydro for Shore Power, for instance to permit the Port Customer to recover the administrative charge and the charge under Special Condition 4 payable to BC Hydro as set out in Rate Schedule [] pro rata from operators of the Eligible Vessels, so long as the rates and charges set by the Port Customer are designed to recover only the overall price payable to BC Hydro for Shore Power.

ACCEPTED: July 2, 2015
ORDER NO. G-111-15



COMMISSION SECRETARY

11.0 NOTICES

11.1 Notices

All notices specified in this Agreement, to be given for record purposes must be provided as outlined below.

11.2 Address for Notice

All written notices, statements or payments shall be made to the addresses and or facsimile numbers specified below.

If to the Port Customer:

If to BC Hydro:

A Party may change its address by providing notice of same in accordance with this Section.

11.3 Delivery of Notices

Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by mail shall be deemed received on the date of actual delivery. Notice by facsimile or courier delivery shall be deemed received on the Business Day on which it was transmitted (sender having received evidence of successful transmission) or delivered (unless delivered after the close of the Business Day in which case it shall be deemed received on the next Business Day).

ACCEPTED: July 2, 2015
ORDER NO. G-111-15


COMMISSION SECRETARY

11.4 Port Customer Authorized Agent

The Port Customer may appoint a third party as its authorized agent to act on the Port Customer's behalf in connection with any of the matters or things to be done or performed by the Port Customer under this Agreement, and may delegate such powers to its authorized agent as it deems advisable, provided that the Port Customer shall at all times remain responsible for performance of its obligations hereunder, and for all breaches or defaults in its obligations and for any liabilities arising therefrom. The Port Customer may change its authorized agent from time to time as it sees fit. The Port Customer shall give prompt notice in writing to BC Hydro of the appointment of an authorized agent, and of any changes thereto, and shall also notify BC Hydro in writing of the powers delegated to its authorized agent from time to time.

12.0 GENERAL CONDITIONS

12.1 Terms and Conditions of Agreement

Except to the extent inconsistent with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall prevail, the supply and taking of electricity is subject to the terms and conditions of the BC Hydro's *Electric Tariff* as amended from time to time (in the case of Shore Power Service (Distribution)) or the ESA entered into between BC Hydro and the Port Customer dated _____, as amended from time to time (in the case of Shore Power Service (Transmission)). The Port Customer may inspect BC Hydro's *Electric Tariff* during normal business hours at BC Hydro's Head Office or its other general offices and such right to inspect is sufficient notice of the terms and conditions contained therein.

12.2 Assignment

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, not to be unreasonably withheld.

ACCEPTED: July 2, 2015
ORDER NO. G-111-15


COMMISSION SECRETARY

12.3 Law

This Agreement is governed by the laws of British Columbia and the laws of Canada applicable therein, without regard to conflict of laws rules that would lead the Proposal of any other law.

12.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. No amendment or modification to this Agreement will be enforceable unless reduced to writing and executed by both Parties. BC Hydro and the Port Customer acknowledge and agree that this Agreement is a rate as defined by the *Utilities Commission Act* ("UCA"), and subject to amendment by the BCUC, as provided under the UCA.

12.5 No Third Party Beneficiaries

This Agreement will not impart any rights enforceable by any third-party (other than a permitted successor or assignee bound to this Agreement).

12.6 Waiver

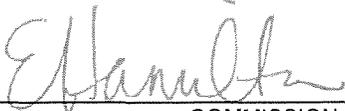
No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. No waiver shall be valid and effective unless it is in writing signed by the Party giving the waiver.

12.7 Relationship

Nothing in this Agreement will be construed to create an association, trust, partnership or joint venture between the Parties or impose a trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties.

ACCEPTED: July 2, 2015

ORDER NO. G-111-15



COMMISSION SECRETARY

12.8 Severability

Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement.

12.9 Signing in Counterpart

The Parties may execute this Agreement in one or more counterparts to be construed as one, effective as of the Effective Date.

The Parties have executed this Agreement.

**BRITISH COLUMBIA HYDRO AND POWER
AUTHORITY**

[PORT CUSTOMER NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ACCEPTED: July 2, 2015

ORDER NO. G-111-15



COMMISSION SECRETARY