

MOUNT POLLEY MINING CORPORATION

THIS TARIFF AGREEMENT is made as of
the 8th day of July 2022.

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,
a Crown corporation continued under the laws of British Columbia having its
head office at
333 Dunsmuir Street, Vancouver, British Columbia V6B 5R3
(herein called "**BC Hydro**")

OF THE FIRST PART

AND:

MOUNT POLLEY MINING CORPORATION
having an office in British Columbia at
Suite 200 – 580 Hornby Street, Vancouver, British Columbia V6C 3B6
(herein called the "**Customer**")

OF THE SECOND PART

ACCEPTED: August 26, 2022

ORDER NO.: G-185-22



ACTING COMMISSION SECRETARY

WHEREAS:

- A. The Customer operates the Mount Polley Mine (the **Mine**) in south-central British Columbia and is an existing BC Hydro customer.
- B. The Customer has requested an increase in the Contract Demand, as specified in the Electric Tariff Supplement No. 5 Electricity Supply Agreement between BC Hydro and the Customer, from [REDACTED] kVA by June 1, 2022 or as soon as possible thereafter.
- C. Pursuant to BC Hydro's Business Practice for Load Interconnection Queue Management, requests for interconnection and increase in Contract Demand are managed on a first come, first served basis.
- D. The Customer's request for an increase in the Contract Demand is currently behind [REDACTED] in the Central Interior Region in the Load Interconnection Queue. However, the anticipated in-service date for [REDACTED].
- E. BC Hydro currently has the capability to supply [REDACTED] kVA to the Customer, subject to (i) paragraph G, below, (ii) BC Hydro's obligations to supply Electricity to other customers on their in-service dates, and (iii) constructing the necessary System Reinforcement to serve the Customer's increased Contract Demand permanently.

- F. BC Hydro is willing to increase the Customer's Contract Demand as requested on an interim basis, but to preserve and apply the principles of BC Hydro's Business Practice for Load Interconnection Queue Management and Electric Tariff Supplement No. 6, on the condition that BC Hydro may reduce the increased Contract Demand if BC Hydro determines such reduction is needed to enable BC Hydro to safely and reliably provide service to customers ahead of the Customer in the Load Interconnection Queue or existing customers in the Central Interior Region.
- G. BC Hydro has also identified a potential constraint on supplying up to [REDACTED] kVA to the Customer in circumstances where system voltage levels do not meet reliability requirements, until System Reinforcement is complete. Such events are expected to be rare; for example, if there is an outage on one of the 230 kV lines that serve the Central Interior Region.

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

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1.0 DEFINITIONS AND INTERPRETATION

- 1.1 In this Tariff Agreement, the following terms shall have the following meanings:
- (a) “**Central Interior Region**” means BC Hydro’s service area south of the Williston substation and north of the Kelly Lake substation;
 - (b) “**Customer’s Current Electricity Supply Agreement**” means the Electric Tariff Supplement No. 5 Electricity Supply Agreement between BC Hydro and the Customer (under a previous corporate name, Mount Polley Holding Company Limited), dated May 15, 2019, as amended from time to time;
 - (c) “**Load Interconnection Queue**” means the queue used by BC Hydro to determine the order of accepted requests for load interconnection and increase to Contract Demand, pursuant to BC Hydro’s Business Practice for Load Interconnection Queue Management;
 - (d) “**Load Shedding Upgrades**” means the modifications and upgrades to BC Hydro’s transmission system necessary to give effect to section 5.1 of this Tariff Agreement;
 - (e) “**System Reinforcement**” has the meaning set out in Electric Tariff Supplement No. 6.
- 1.2 All capitalized terms not otherwise defined in this Tariff Agreement shall have the meaning set out in Electric Tariff Supplement No. 5.

1.3 This Tariff Agreement is intended as a supplement to and should be read in conjunction with the Customer's Current Electricity Supply Agreement. If there is any conflict between the provisions of this Tariff Agreement and the Customer's Current Electricity Supply Agreement, the provisions of this Tariff Agreement shall prevail.

2.0 CUSTOMER'S QUEUE POSITION AND OBLIGATIONS UNAFFECTED

2.1 For greater certainty, this Tariff Agreement does not affect:

- (a) the Customer's position in the Load Interconnection Queue; or
- (b) the Customer's obligations under Electric Tariff Supplement No. 6.

2.2 All studies and agreements required to advance the Customer's request to permanently increase Contract Demand, and the completion of the construction of any necessary System Reinforcement, will be undertaken and cost responsibility will be determined on the basis of the Customer's position in the Load Interconnection Queue.

3.0 CONTRACT DEMAND

3.1 Despite section 6 of the Customer's Current Electricity Supply Agreement and subject to section 4.1 of this Tariff Agreement, the Contract Demand under the Customer's Current Electricity Supply Agreement is [REDACTED] kVA.

4.0 REDUCTION OF CONTRACT DEMAND

4.1 BC Hydro may, on three months written notice to the Customer, reduce the Contract Demand under the Customer's Current Electricity Supply Agreement to [REDACTED] kVA, or any amount between [REDACTED] kVA, if BC Hydro determines such reduction is needed to enable BC Hydro to supply Electricity to customers ahead of the Customer in the Load Interconnection Queue or to maintain reliable service to existing customers in the Central Interior Region.

5.0 LOAD SHEDDING

5.1 BC Hydro may, without notice to the Customer, suspend or reduce the supply of Electricity to the Customer if BC Hydro determines such suspension or reduction is needed and for as long as BC Hydro determines it is needed to maintain reliable service in the Central Interior Region.

5.2 BC Hydro will construct, own, operate and maintain the Load Shedding Upgrades.

5.3 If BC Hydro determines that no System Reinforcement is required or that the Load Shedding Upgrades cease to be used and useful after the completion of System Reinforcement, the Customer will pay BC Hydro the cost incurred by BC Hydro for the Load Shedding Upgrades.

5.4 If BC Hydro determines that the Load Shedding Upgrades continue to be used and useful after the completion of System Reinforcement, the cost incurred by BC Hydro for the Load Shedding Upgrades will be added to the cost of System Reinforcement pursuant to Electric Tariff Supplement No. 6 and will be secured in accordance with that tariff.

6.0 TERM AND TERMINATION

6.1 The term of this Tariff Agreement shall commence on July 8, 2022 and continue in force until the date the Customer ceases taking service under the Customer's Current Electricity Supply Agreement.

7.0 COUNTERPARTS

7.1 **Counterparts:** This Tariff Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile, .pdf or otherwise) will be deemed to be an original, and all of which together shall constitute one and the same document.

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ACTING COMMISSION SECRETARY

IN WITNESS WHEREOF the duly authorized representative of each party has executed this Agreement.

**BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY**

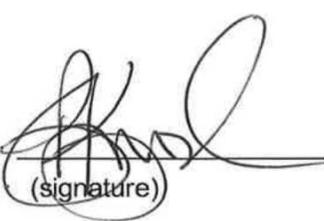
By: 

(signature)

Printed Name: Keith Anderson

Title: VP Customer Service

**MOUNT POLLEY MINING
CORPORATION**

By: 

(signature)

Printed Name: BRIAN KYNOCH

Title: PRESIDENT