

**INTERRUPTIBLE ELECTRICITY SUPPLY AGREEMENT BETWEEN
BC HYDRO AND TLL YAHDA ENERGY FOR THE SOLAR NORTH (SNR) GENERATING
FACILITY**

THIS INTERRUPTIBLE ELECTRICITY SUPPLY AGREEMENT made as of the 7th day of July, 2025.

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, having its head office at 333 Dunsmuir Street, Vancouver, B.C. V6B 5R3

(herein called "**BC Hydro**")

AND:

TLL YAHDA ENERGY, having its office at 348 Eagle Ave, PO Box 189, Old Massett, BC, V0T 1M0 Canada

(herein called the "**IPP Customer**")

WHEREAS:

- A. The IPP Customer owns and operates a solar generating facility at 1930 Dave Penna Way, Masset, B.C., with an approximate location of Latitude: 54°1'29.62"N Longitude: 132°7'30.39"W (the "**Generating Facility**");
- B. The IPP Customer supplies electricity from its Generating Facility to BC Hydro for use in the communities of Masset, Old Massett, and Port Clements, which are located in in BC Hydro's Non-Integrated Areas, pursuant to a Community Electricity Purchase Agreement, dated _____, _____, as may be extended, amended or replaced from time to time (the "**CEPA**");
- C. The IPP Customer and BC Hydro entered into a Distribution Generator Interconnection Agreement, dated 7 March 2024, as may be extended, amended or replaced from time to time (the "**Interconnection Agreement**"), to effect the interconnection of the Generating Facility to BC Hydro's system;

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Electronically signed by Keshni Nand

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- D. The IPP Customer has a need for interruptible Electricity supply from BC Hydro at the Generating Facility; and
- E. Pursuant to Section 10 of the Terms and Conditions of BC Hydro's Electric Tariff, as amended or replaced from time to time (the "**Electric Tariff**"), the need for Electricity at the Generating Facility is to be supplied by an Electric Tariff Supplement, the terms and conditions of which are provided in this Interruptible Electricity Supply Agreement (the "**Agreement**").

NOW THEREFORE IN CONSIDERATION OF AND SUBJECT TO THE MUTUAL COVENANTS CONTAINED HEREIN, BC HYDRO AND THE IPP CUSTOMER AGREE AS FOLLOWS:

1. Pursuant to the terms and conditions of this Agreement and the Electric Tariff, BC Hydro will make reasonable efforts to supply Electricity to the IPP Customer at the Point of Delivery as provided in section 3 of this Agreement. The supply of Electricity may be interrupted at any time by BC Hydro in its sole discretion having due regard for:
- (a) the ability of BC Hydro to make available any amount of Electricity up to the maximum demand noted in section 4 of this Agreement; and
 - (b) The portion of the Customer's Electricity requirements that can be supplied without causing or increasing impairment of supply to the communities of Masset, Old Massett, and Port Clements.

BC Hydro does not warrant nor guarantee a continuous supply of Electricity nor the maintenance of unvaried frequency or voltage.

2. The IPP Customer confirms that it is an independent power producer. The IPP Customer will use the Electricity solely for the operation of the Generating Facility.
3. The amount of Electricity supplied will be metered at or near the Point of Metering, as defined in the Interconnection Agreement, by metering equipment installed and maintained pursuant to a metering lease agreement with BC Hydro. At no cost to BC Hydro and during normal business hours, the IPP Customer will provide to BC Hydro's employees or representatives access to the metering equipment on the IPP Customer's premises. If BC Hydro, in its sole discretion, requires access to the IPP Customer's equipment and facility, including substation and the Generating Facility, or any equipment of BC Hydro located on the IPP Customer's premises, for any purpose related to this Agreement, the IPP Customer will permit such access to BC Hydro's employees or representatives.

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4. The Electricity supplied by BC Hydro will be three-phase alternating current at a nominal frequency of 60 hertz +/- 0.1 Hz and a nominal voltage of 25 kV, subject to normal variations from the said frequency and voltages. The maximum demand at the Point of Delivery for Electricity supplied by BC Hydro will not exceed 50 kVA. The IPP Customer shall not exceed the 50 kVA of maximum demand without the prior written approval of BC Hydro.
 5. BC Hydro owns and is responsible for maintaining the following electrical equipment installed or to be installed on the IPP Customer's Premises:
 - (a) Metering equipment for billing purposes, located at the Generating Facility.
 6. The IPP Customer owns and is responsible for the maintenance of any other electrical equipment located on the IPP Customer's Premises, including metering transformers for billing purposes.
 7. The IPP Customer agrees that its metering equipment will not be put into service until such time as they have been verified and sealed in accordance with the *Electricity and Gas Inspection Act* (Canada) and the regulations issued pursuant to it, as amended and in force from time to time, and any superseding act or regulation.
 8. The IPP Customer will pay for all Electricity supplied by BC Hydro at the rate set out in Appendix A, which is calculated and determined pursuant to section 10.1(2) of the Electric Tariff.
 9. This Agreement will become effective upon the approval of the British Columbia Utilities Commission of this Agreement and will continue until terminated by either party upon the provision of 30 days' written notice of termination to the other party at following address, as may be amended:
 - (a) British Columbia Hydro and Power Authority
12326 – 88th Avenue
Surrey, BC V3W 3J6
Attention: Manager, Non-Integrated Area Systems Operation
Telephone: (604) 590-7615
Email: mike.myers@bchydro.com
 - (b) TII Yahda Energy
PO Box 321
Masset, BC V0T 1M0
Attention: TYE Implementation Manager
Telephone: (250)626-7033
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Email: sean.brennan@tilyahda.com

A party may change its address by providing notice to the other party at the address set out above.

10. General.

10.1 Nothing in this Agreement is intended to affect any other agreements between the IPP Customer and BC Hydro.

10.2 Unless otherwise indicated, when used in this Agreement, terms not defined herein will have the meanings specified in the Electric Tariff. To the extent the terms of this Agreement conflict with any relevant provision of the Electric Tariff, the terms of this Agreement will prevail. The IPP Customer has the right to inspect the Electric Tariff which is available for inspection at www.bchydro.com/electric_tariff and such right constitutes sufficient notice of the terms and conditions and rate schedules contained therein.

10.3 This Agreement will be subject to the relevant provisions of the *Utilities Commission Act* and amendments thereto and replacements thereof. Without limiting the generality of the foregoing, the IPP Customer will not sell or otherwise dispose of for compensation all or part of the Electricity supplied by BC Hydro to IPP Customer pursuant to this Agreement to any other person directly or indirectly without prior authorization from the British Columbia Utilities Commission, including authorization as to the rates which IPP Customer may charge for such sale or disposal.

10.4 This Agreement may not be assigned by the IPP Customer except in connection with an assignment of the CEPA, in which case such assignment will be subject to the prior written approval of BC Hydro, not to be unreasonably withheld. This Agreement enures to the benefit of, and is binding upon, the parties and their respective successors and permitted assigns.

10.5 No implied waiver by any party will arise in the absence of a waiver in writing signed by that party. No failure or delay in exercising any right, power, or privilege under this Agreement will operate as a waiver, nor will any single or partial failure in exercising any right, power, or privilege preclude any other further exercise of that or any other right, power, or privilege.

10.6 This Agreement may not be amended except by an agreement in writing signed by both parties. An amendment to this Agreement may be subject to the approval of the British Columbia Utilities Commission.

10.7 This Agreement is governed by the laws of British Columbia and the laws of Canada applicable therein.

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10.8 This Agreement may be delivered by electronic transmission and may be executed in counterparts, each of which is deemed to be an original document and all of which are deemed one and the same document.

IN WITNESS WHEREOF the duly authorized representatives of the parties have executed this Agreement as of the date set out above.

**BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY**



Signature

Greg Lehoux

Print Name

Principal, NIA Strategy and Planning

Title

TLL YAHDA ENERGY



Signature

SEAN BRENNAN

Print Name

TLL YAHDA ENERGY IMPLEMENTATION MANAGER

Title

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APPENDIX A

NON-INTEGRATED AREA INDEPENDENT POWER PRODUCER RATE

BC Hydro provides the British Columbia Utilities Commission with a confidential annual calculation of the July 1 rates that will be charged to Independent Power Producer (IPP) Customers in the Non-Integrated Area who are served under an Interruptible Electricity Supply Agreement.

Refer to BC Hydro's Electric Tariff, section 10 of the Terms and Conditions.

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