

ATTACHMENT A

**Umbrella Agreement for Short-Term Firm or
Non-Firm Point-To-Point Transmission Service**

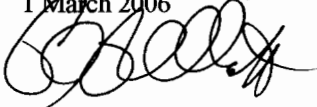
1. This Agreement, dated as of _____, is entered into, by and between _____ (the "Transmission Provider" or "BCTC"), and _____ (the "Transmission Customer").
2. This Agreement shall come into force upon execution by both Parties. From the time this Agreement comes into force, the Transmission Customer shall be entitled to arrange Short-Term Firm and Short-Term Non-Firm transactions over OASIS without executing a Service Agreement provided that such transactions do not exceed \$ _____ in any calendar month. BCTC reserves the right to consent to larger monthly transactions on a case-by-case basis.
3. Identify any affiliates that own, control or operate any transmission facilities. If there are none, include a sworn statement pursuant to Section 6.0 of Transmission Provider's OATT (the "Tariff").
4. **Billing and Payment**
 - 4.1 BCTC will submit invoices to the Transmission Customer after the end of each month in which transactions were made.
 - 4.2 Canadian Transmission Customers will be invoiced in Canadian funds. U.S. Transmission Customers will be invoiced in U.S. funds, all using the exchange rate as set by Transmission Provider's lead bank at noon eastern time on the last business day of each month in which transactions occurred.
 - 4.3 Payment shall be remitted in accordance with the terms and conditions of the Tariff.

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Accepted:
Effective Date:

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Regulatory Affairs

BCUC Secretary:



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5. This Agreement shall remain in effect until terminated by either Party on at least thirty (30) Calendar Days written notice to the other. Notwithstanding termination, all commitments, transactions and payment liabilities incurred under this Agreement shall remain until satisfied.
6. Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.
7. The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
8. The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Short-Term Firm or Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Agreement.
9. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Transmission Customer:

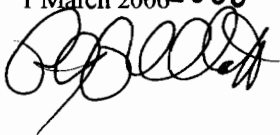
10. Miscellaneous

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- 10.1 This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.
- 10.2 This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors.
- 10.3 This Agreement shall be subject to the Parties obtaining and maintaining any required regulatory approvals.
11. The signatories hereby represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.
12. The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider:

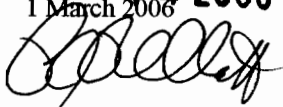
By: _____
Name Title Date

Transmission Customer:

By: _____
Name Title Date

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Accepted: **FEB 23 2006**
Effective Date: 1 March 2006

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BCUC Secretary: 

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