

DSM ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated as of October 1, 2010

B E T W E E N :

Nova Scotia Power Inc., a corporation
existing under the laws of Nova Scotia

(NSPI)

- and -

Efficiency Nova Scotia Corporation, a
corporation existing under the laws of Nova
Scotia

(ENSC)

WHEREAS NSPI has been administering the demand side management (**DSM**) program in Nova Scotia as interim administrator since 2008;

AND WHEREAS in January 2010, the *Efficiency Nova Scotia Corporation Act* was proclaimed establishing ENSC as the new DSM program administrator;

AND WHEREAS the UARB has approved the transition plan pursuant to which the administration of the DSM program and DSM assets would be transferred to ENSC;

AND WHEREAS the Parties have entered or will enter into a DSM Services and Cooperation Agreement effective as of the Effective Date hereof setting out the Parties' responsibilities in respect of the DSM Program arising after the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and \$1.00 paid by ENSC to NSPI, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings:

1.1.1 **Assigned Assets** means the DSM Balance, Physical Assets, the Contracts, the URLs and the Documentation.

- 1.1.2 **Business Day** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Nova Scotia and also excluding any day on which the principal chartered banks located in the City of Halifax are not open for business during normal banking hours;
- 1.1.3 **Contracts** means those DSM contracts listed on Schedule A, under the categories of “Vendor Contracts” and “Customer Contracts”;
- 1.1.4 **Documentation** means a comprehensive, accurate set of records and files, in paper or electronic form pertaining to the development, operation and management of DSM Programs in 2010, as well as information related to planning activities for the 2011 DSM Plan, where applicable, all as listed on Schedule B excluding any NSPI Intellectual Property contained in such documentation;
- 1.1.5 **DSM Balance** means the Forecast DSM Rider Revenues for 2010 up to and including the month of September 2010, less all NSPI DSM Costs;
- 1.1.6 **DSM** means demand side management;
- 1.1.7 **Effective Date** means October 1, 2010;
- 1.1.8 **Execution Date** means the date on which this Agreement is executed by both Parties, as set out on the first page hereof;
- 1.1.9 **Forecast DSM Rider Revenues** means the forecast DSM revenues to be accrued by NSPI and allocated by month, using UARB approved DSM rider rates and NSPI’s load forecast in the relevant calendar year;
- 1.1.10 **NSPI Intellectual Property** means intellectual property owned by, or licensed to, NSPI including:
- 1.1.10.1 patents, trademarks, service marks, rights in designs, trade names, copyrights and topography rights, in each case whether registered or not;
 - 1.1.10.2 applications for registration of any of the above;
 - 1.1.10.3 rights under licenses and consents in relation to any of the above; and
 - 1.1.10.4 all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world; and
 - 1.1.10.5 the material listed in Schedule E;

- 1.1.11 **NSPI DSM Costs** means those costs and expenses incurred in 2010 by NSPI for the management and operation of DSM programs and charged or to be charged to NSPI's DSM cost recovery centre up to the Effective Date in accordance with NSPI's standard practice including all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred by NSPI in connection with this Agreement and the completion of the transactions contemplated by this Agreement;
- 1.1.12 **Parties** means NSPI and ENSC and **Party** means either one of them as the context requires;
- 1.1.13 **Physical Assets** means those physical assets which were purchased with DSM Rider Revenues and which are listed on Schedule C;
- 1.1.14 **Telephone Numbers** means the telephone numbers listed in Schedule D.
- 1.1.15 **UARB** means the Nova Scotia Utility and Review Board;
- 1.1.16 **URLs** means the URLs listed in Schedule D.

1.2 Certain Rules of Interpretation

- 1.2.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".
- 1.2.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.2.3 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement.
- 1.2.4 Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- 1.2.5 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute from time to time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

1.3 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Nova Scotia and the laws of Canada applicable in that Province.

1.4 Entire Agreement

This Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other agreements and documents delivered pursuant to this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or in one of the other agreements and documents delivered pursuant to this Agreement.

1.5 Schedules and Exhibits

The following Schedules and Exhibits are attached to and incorporated by reference into this Agreement:

- Schedule A Contracts
- Schedule B Documentation
- Schedule C Physical Assets
- Schedule D URLs and Telephone Numbers
- Schedule E NSPI Intellectual Property
- Schedule F Form of Contract Assignment

ARTICLE 2 ASSIGNMENT

2.1 Assignment

NSPI hereby transfers and assigns all of its right, title and interest in and to the Assigned Assets to ENSC and ENSC hereby accepts such transfer and assignment as follows:

- 2.1.1 **Contracts:** NSPI and ENSC will execute assignment agreements with respect to the Vendor Contracts and Customer Contracts substantially in the form set out and as required by Schedule F.
- 2.1.2 **Physical Assets:** NSPI will deliver to ENSC the Physical Assets on a date following the Effective Date to be agreed by the Parties, acting reasonably.
- 2.1.3 **Documentation:** NSPI will transfer the Documentation to ENSC on a date following the Effective Date to be agreed by the Parties, acting reasonably, provided that the transfer of any personal information shall be subject to NSPI's obligation to comply with applicable legislation and in the case of all customer information, NSPI has the right to seek and receive customer consent prior to any such transfer.
- 2.1.4 **URLs and Telephone Numbers:** The Parties will work together to ensure that the URLs and Telephone Numbers are transferred to ENSC following the Execution Date.

2.2 Non-Assigned Assets

Nothing in this Agreement will be construed as an assignment of, or an attempt to assign to ENSC, or grant a licence in, any NSPI Intellectual Property. ENSC shall have no right to use any NSPI Intellectual Property whether included in the Documentation or otherwise, unless specifically agreed to in writing between the Parties. Nothing in this Agreement will be construed as an assignment of, or an attempt to assign to ENSC or any contract which, as a matter of law or by its terms, is (i) not assignable, or (ii) not assignable without first obtaining a third party consent which has not been obtained. For certainty, NSPI does not assign its rights and obligations in and to three contribution agreements between NSPI and Conserve Nova Scotia.

2.3 DSM Balance Closing Out Procedure and Adjustments

On the Effective Date, NSPI will not know the DSM Balance. Within sixty days following the Effective Date, NSPI will record all NSPI DSM Costs and determine the DSM Balance. If the DSM Balance is negative, NSPI will setoff the DSM Balance amount against the Forecast DSM Rider Revenues to be transferred to ENSC pursuant to the DSM Services and Cooperation Agreement in the next month. If the DSM Balance is positive, NSPI will transfer the DSM Balance amount to ENSC with the next month's Forecast DSM Rider Revenues pursuant to the DSM Services and Cooperation Agreement.

ARTICLE 3 ONGOING RESPONSIBILITY

3.1 DSM Administration

As of the Effective Date, ENSC is responsible for the administration and operation of the DSM program and has the right to receive the DSM Rider Revenues. NSPI will provide services in respect of the DSM program to ENSC as set out in the DSM Services and Cooperation Agreement between ENSC and DSM effective the Effective Date hereof.

3.2 Confidentiality

The Parties will continue to abide by the terms of the Confidentiality and Non-Disclosure Agreement dated June 23, 2010.

ARTICLE 4 INDEMNIFICATION

4.1 Mutual Indemnifications for Breaches of Warranty, etc.

NSPI agrees that it will indemnify and hold ENSC and its directors, officers and employees harmless from and against the full amount of any loss that ENSC or its directors, officers or employees may suffer as a result of the administration of the DSM program by NSPI prior to the Effective Date. ENSC agrees that it will indemnify and hold NSPI and its directors, officers and employees harmless from and against the full amount of any loss that NSPI or its directors, officers or employees may suffer in respect of the DSM program arising on or following the Effective Date. The Party or other indemnified Person making a claim for indemnification under any provision of this Article 4 is the “**Indemnified Party**”, and the Party providing indemnification is the “**Indemnifying Party**” for the purposes of this Article 4.

4.2 Notice of Claim

If an Indemnified Party becomes aware of a loss or potential loss in respect of which the Indemnifying Party has agreed to indemnify it under this Agreement, the Indemnified Party will promptly give written notice of its claim or potential claim for indemnification (an “**Indemnity Claim**”) to the Indemnifying Party. The notice must specify whether the Indemnity Claim arises as the result of a claim made against the Indemnified Party by a person who is not a Party (a “**Third Party Claim**”) or as a result of a loss that was suffered directly (a “**Direct Claim**”), and must also specify with reasonable particularity (to the extent that the information is available)

4.2.1 the factual basis for the Indemnity Claim; and

4.2.2 the amount of the Indemnity Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive notice of an Indemnity Claim in time effectively to contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set off against the amount claimed by the Indemnified Party the amount of any loss incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give the notice on a timely basis.

4.3 Direct Claims

Following receipt of notice from the Indemnified Party of a Direct Claim, the Indemnifying Party will have 30 Business Days to make any investigations it considers necessary or desirable. For the purpose of those investigations, the Indemnified Party will make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with all other information that the Indemnifying Party may reasonably request. If both Parties agree at or before the expiration of such 30-day period (or any mutually agreed upon extension) to the validity and amount of the Direct Claim, the Indemnifying Party will pay immediately to the Indemnified Party the full agreed upon amount of the loss for which the Direct Claim is made, failing which the Direct Claim will be submitted to binding arbitration in accordance with Article 5.

4.4 Third Party Claims

- 4.4.1 If the Indemnity Claim relates to a Third Party Claim that the Indemnified Party is required by applicable law to pay without a prior opportunity to contest it, the Indemnified Party may, despite Sections 4.4.3 and 4.4.4 and 4.4.5.1, make the payment without affecting its right to make an Indemnity Claim in accordance with this Agreement.
- 4.4.2 The Indemnified Party will promptly deliver to the Indemnifying Party copies of all correspondence, notices, assessments or other written communication received by the Indemnified Party in respect of any Third Party Claim.
- 4.4.3 The Indemnified Party will not negotiate, settle, compromise or pay any Third Party Claim with respect to which it has asserted or proposes to assert an Indemnity Claim, without the prior consent of the Indemnifying Party, which consent will not be unreasonably withheld.
- 4.4.4 The Indemnified Party will not cause or permit the termination of any right of appeal in respect of any Third Party Claim which is or might become the basis of an Indemnity Claim without giving the Indemnifying Party written notice of the contemplated or potential termination in time to grant the Indemnifying Party an opportunity to contest the Third Party Claim.
- 4.4.5 If the Indemnifying Party first acknowledges in writing its obligation to satisfy an Indemnity Claim to the extent of any binding determination or settlement in connection with a Third Party Claim (or enters into

arrangements otherwise satisfactory to the Indemnified Party), in any legal or administrative proceeding in connection with the matters forming the basis of a Third Party Claim, the following will apply:

- 4.4.5.1 the Indemnifying Party will have the right, subject to the rights of any insurer or third party having potential liability for it, by written notice delivered to the Indemnified Party within 30 Business Days of receipt by the Indemnified Party of the notice of the Indemnity Claim to assume carriage and control of the negotiation, defence or settlement of a Third Party Claim and the conduct of any related legal or administrative proceedings at the expense of the Indemnifying Party and by its own counsel;
 - 4.4.5.2 if the Indemnifying Party elects to assume carriage and control, the Indemnified Party will have the right to participate at its own expense in the negotiation, defence or settlement of a Third Party Claim assisted by counsel of its own choosing;
 - 4.4.5.3 each of the Indemnified Party and the Indemnifying Party will make all reasonable efforts to make available to the Party who has assumed carriage and control of the negotiation, defence or settlement of a Third Party Claim those employees whose assistance or evidence is necessary to assist such Party in evaluating and defending that Third Party Claim and all documents, records and other materials in the possession or control of such Party required for use in the evaluation and the defence of that Third Party Claim;
 - 4.4.5.4 despite Sections 4.4.5.1, 4.4.5.2 and 4.4.5.3, the Indemnifying Party will not settle a Third Party Claim or conduct any related legal or administrative proceeding in a manner which would, in the opinion of the Indemnified Party, acting reasonably, have a material adverse effect on the Indemnified Party except with the Indemnified Party's prior written consent; and
 - 4.4.5.5 the Indemnifying Party will indemnify and hold harmless the Indemnified Party of and from any loss incurred or suffered as a result of the Indemnifying Party's settlement of the Third Party Claim or conduct of any related legal or administrative proceeding.
- 4.4.6 When the amount of the loss with respect to a Third Party Claim is finally determined in accordance with this Section 4.4, including any amount described in Section 4.4.5.5, the Indemnifying Party will immediately pay the full amount of that loss to the Indemnified Party. If the Indemnified Party has been permitted by the Indemnifying Party to assume the carriage and control of the negotiation, defence, or settlement of the Third Party Claim, the Indemnifying Party will not contest the amount of that loss. The Indemnifying

Party will have no obligation to make any payment with respect to any Third Party Claim that is settled or contested in violation of the terms of this Section 4.4.

4.5 No Delay

The Indemnified Party will pursue any Indemnity Claim made by the Indemnified Party under this Agreement with reasonable diligence and dispatch, and without unnecessary delay.

4.6 Set-off

NSPI will be entitled to set-off the amount of any loss for which indemnification is sought under Section 4.1 once, if applicable, finally determined in accordance with Section 4.3 or Section 4.4, as the case may be, as damages against any DSM Rider Revenues collected by NSPI after the Effective Date.

4.7 Tax and Other Adjustments

The amount of any loss for which indemnification is provided under this Article 4 will be net of any amounts actually recovered by the Indemnified Party under insurance policies with respect to that loss and will be (i) increased to take account of any net Tax cost incurred by the Indemnified Party arising from the receipt of indemnity payments under this Agreement, and (ii) reduced to take account of any net Tax benefit realized by the Indemnified Party arising from the incurrence or payment of that loss, to the extent necessary to ensure that the Indemnified Party receives a net amount which, taking into account any net Tax cost or net Tax benefit, is sufficient to fully compensate for the loss, but results in no net gain to the Indemnified Party. In computing the amount of any such net Tax cost or net Tax benefit, the Indemnified Party will be deemed to recognize all other items of income, gain, loss deduction or credit before recognizing any item arising from the receipt of any indemnity payment hereunder or the incurrence or payment of any indemnified loss.

4.8 Exclusive Remedy

The rights of indemnity in this Article 4 are the sole and exclusive remedy of each Party and each of its directors, officers and employees in respect of Third Party Claims that may be brought against it. This Section 4.8 will remain in full force and effect in all circumstances and will not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its covenants, representations or warranties in this Agreement or under any agreement or other document delivered pursuant to this Agreement, or by any termination or rescission of this Agreement.

4.9 Indemnification – Non-Merger

This Article 4 will not merge on Closing but will survive subject only to any limits imposed by this Article 4.

ARTICLE 5 DISPUTE RESOLUTION

5.1 Step Negotiation

In the event of a dispute in connection with or arising from this Agreement, a senior officer of NSPI and a senior officer of ENSC shall promptly meet to discuss and resolve the dispute and the Parties shall have fifteen (15) days to resolve the dispute in this manner, provided either Party may at any time seek such interim remedies as may be available at law.

5.2 Arbitration

The Parties agree that in the event resolution cannot be achieved under Section 5.1, then such dispute shall be referred to arbitration under the provisions of the *Commercial Arbitration Act* of Nova Scotia. A claim or dispute shall be referred to an arbitral tribunal consisting of a single arbitrator where both Parties agree. If the Parties cannot agree on the appointment of a single arbitrator within two (2) weeks of referral of a dispute by either Party, then either Party may apply under the *Commercial Arbitration Act* for judicial appointment of the single arbitrator.

5.3 Arbitration Procedure

In respect of any arbitration to be conducted pursuant to this clause, the following rules shall apply:

- 5.3.1 The arbitration shall be conducted in English;
- 5.3.2 The arbitration shall be conducted in the Halifax Regional Municipality;
- 5.3.3 No such arbitrator shall have previously been employed by either Party and shall not have a direct or indirect interest in either Party or the subject matter of the arbitration;
- 5.3.4 The cost of the arbitration, excluding a Party's legal fees and disbursements shall, unless otherwise ordered by the arbitrator, or the panel, be borne equally by the Parties; and
- 5.3.5 The Parties shall continue to perform their respective obligations during any arbitration and, thereafter, subject to the terms of any arbitrated decision or by settlement agreement in resolution of the dispute.

ARTICLE 6 GENERAL

6.1 Submission to Jurisdiction

Subject to the binding dispute resolution process agreed to in Article 5, and without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia to determine all issues, whether at law or in equity arising from this Agreement. To the extent a Party has or may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

6.2 Payment and Currency

Any money to be paid or tendered by one Party to another pursuant to this Agreement must be paid by wire transfer of immediately available funds payable to the Person to whom the amount is due. Unless otherwise specified, the word “dollar” and “\$” sign refer to Canadian currency, and all amounts to be advanced, paid or calculated under this Agreement are to be advanced, paid or calculated in Canadian currency.

6.3 Time of Essence

Time is of the essence in all respects of this Agreement.

6.4 Notices

Any notice, demand, request, consent or approval must be in writing and either:

6.4.1 personally delivered; or

6.4.2 sent by facsimile, e-mail or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any notice, demand, request, consent or approval must be sent to the intended recipient at its address as follows:

To NSPI at: Corporate Secretary

Via Courier: Barrington Tower
1894 Barrington Street, 18th Floor
Halifax, NS B3J 2A8

Mail: PO Box 910
Halifax, NS B3J 2W5

Telephone: 902-428-6096
Facsimile: 902-428-6171
Email: stephen.aftanas@nspower.ca

With a copy to: Assistant General Counsel

Via Courier: Barrington Tower
1894 Barrington Street, 10th Floor
Halifax, NS B3J 2A8

Mail: PO Box 910
Halifax, NS B3J 2W5

Telephone: 902-428-6934
Facsimile: 902-428-4006
Email: peter.doig@nspower.ca

To ENSC at: Chief Executive Officer

Via Courier: 601-5151 George Street
Halifax, NS B3J 2M4

Via Mail: PO Box 2144 Central
Halifax, NS B3J 3B7

Telephone: 902-442-0943
Facsimile: 902-442-0941
Email: acrandlemire@efficiencyns.ca

With a copy to: Legal Counsel

Via Courier: 2100-1801 Hollis Street
Halifax, NS B3J 2X6

Via Mail: 2100-1801 Hollis Street
P.O. Box 1054
Halifax, NS B3J 2X6

Telephone: 902-482-7020
Facsimile: 902-429-8215
Email: sforeman@wickwireholm.com

or at any other address as any Party may from time to time advise the other by communication given in accordance with this Section 6.4. Any notice, demand, request, consent or approval delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a Business Day then the applicable notice, demand, request, consent or approval will be deemed to have been given and received on the next Business Day. Any notice, demand, request, consent or approval transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the relevant notice, demand, request, consent or approval is transmitted on a day which is not a Business Day or after 5:00 p.m. (local time of the recipient)), that communication will be deemed to have been received on the next Business Day.

6.5 Further Assurances

Each Party will, at the requesting Party's cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by all governmental authorities or stock exchanges having jurisdiction over the relevant Party or as may be required from time to time under applicable securities legislation.

6.6 Public Notice

All public notices to third parties and all other announcements, press releases and publicity concerning this Agreement and/or the transactions contemplated by this Agreement must be jointly planned and co-ordinated by NSPI and ENSC, and neither Party will act unilaterally in this regard without the prior consent of the other Party unless, and only to the extent that, disclosure is required to meet the timely disclosure obligations of any Party under securities laws or stock exchange rules in circumstances where prior consultation with the other Party is not practicable, or the disclosure is to the Party's board of directors, senior management and its legal, accounting, financial or other professional advisers.

6.7 Amendment and Waiver

No supplement, modification, amendment, waiver or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

6.8 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

6.9 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

6.10 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.

6.11 Facsimile Signatures

Delivery of this Agreement by facsimile, e-mail or functionally equivalent electronic transmission constitutes valid and effective delivery.

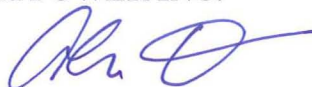
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The Parties have executed this Agreement effective as of October 1, 2010.

**EFFICIENCY NOVA SCOTIA
CORPORATION**

Per 
Name: ALLAN CRADLE MIRE
Title: INTERIM CEO

NOVA SCOTIA POWER INC.

Per 
Name: _____
Title: **Alan Richardson**
VP Integrated Customer Services

Per 
Name: **Richard Janega**
Title: **Executive Vice President and
Chief Operating Officer**

SCHEDULE A

CONTRACTS

[A] Customer Contracts (one omnibus assignment)

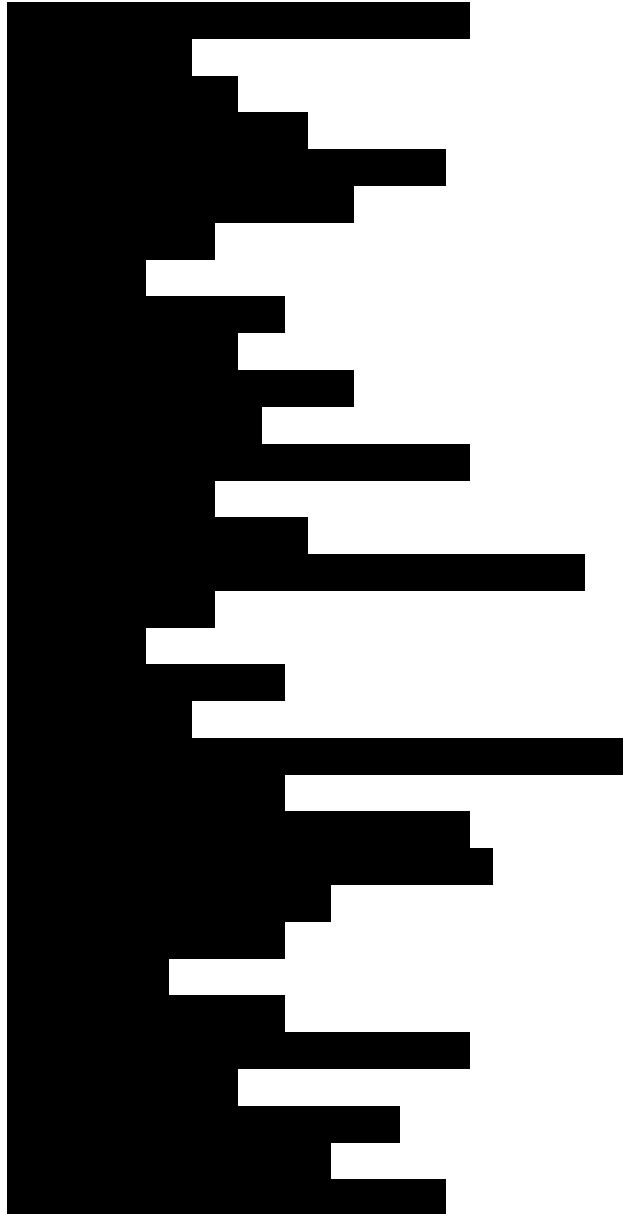
C&I Custom Program

Stage: Scoping Study or Feasibility Study or Customer Contact initiated

**Forms: Form 1 Scoping Study Application or
Form 2 Feasibility Study Incentive Application**

Customers:

[REDACTED]



C&I Custom Retrofit Program

Stage: Customer Project Development Agreement is signed

Forms: Form 4 Project Development Agreement

Customers:



[REDACTED]



Customers:



Customers:

[illegible]

[illegible]

[illegible]

[illegible]

[B] Vendor Contracts (individual assignments required)

Vendors	Type of Agreement	DSM Program
	License Agreement	Custom-New Construction
	Outreach Agent	Low Income Households
	Outreach Agent	Low Income Households
	Services Agreement and Amending Agreement	Efficient Products/Retail
	Services Agreement and Assignment & Assumption Agreement	Small Business DI Lighting
	Services Agreement	Small Business DI Lighting
	Service Agreement & Amending Agreement	Small Business DI Lighting
	Participating Distributor Agreement	Smart Lighting Choices
	Participating Distributor Agreement	Smart Lighting Choices
	Participating Distributor Agreement	Smart Lighting Choices
	Participating Distributor Agreement	Smart Lighting Choices
	Participating Distributor Agreement	Smart Lighting Choices
	Participating Distributor Agreement	Smart Lighting Choices
	Participating Distributor Agreement	Smart Lighting Choices
	Participating Distributor Agreement	Smart Lighting Choices
	Participating Distributor Agreement	Smart Lighting Choices
	Participating Distributor Agreement	Smart Lighting Choices
	Services Agreement	DSM Program Evaluation
	Services Agreement	Evaluation Consultant
	Agreement	Education & Outreach
	Services Agreement	Advanced Housing Pilot
	Consulting Agreement	Fuel Substitution
	Letter of Intent	Phase 4 Hosting and Ongoing Maintenance
	Licensing Agreement	Use of the DSM Data System
	Trendreader 2 License Agreement	
	Metrix Software License Agreement	
	Metrix Report Maker Software License Agreement	

SCHEDULE B
DOCUMENTATION

1. DSM 2010 Program Binders, one printed copy (and supporting electronic files) of each of the following:
 - 1.1 Low Income Households
 - 1.2 New Houses
 - 1.3 Existing Houses
 - 1.4 Efficient Products
 - 1.5 Smart Lighting Choices
 - 1.6 Business Energy Rebates
 - 1.7 Small Business DI Lighting
 - 1.8 Custom Retrofit
 - 1.9 Custom New Construction

The type of information included in the DSM 2010 Program Binders is as follows:

- i. Program background, processes and procedures including
 - overview of the program
 - program eligibility
 - program manager responsibilities
 - delivery agent and service provider responsibilities
 - program flow chart
 - forms and form letters
 - technical information
 - ii. Program development and marketing materials including
 - Inventory and paper copies of marketing materials, including fact sheets, brochures, press releases, radio, print, web content, other
 - iii. For each delivery agent or service provider:
 - A copy of the agreement
 - Invoices
2. Education & Outreach and Development & Research Binder (one printed copy) containing consulting agreements, including project scope and invoices, pertaining to:
 - 2.1 Curriculum-based School Model and Green Schools Type Pilot
 - 2.2 Fuel Substitution Pilot
 - 2.3 Advances Houses Pilot
 3. 2010 DSM Marketing Binder, one printed copy (and supporting electronic files) containing the following:

- i. Master copy of marketing materials by DSM Program, and general marketing including an inventory and paper and electronic (where available) of materials including fact sheets, brochures, press releases, radio, print, web content, other
 - ii. Information on each service provider/supplier, including invoices
 - iii. a printout of the content Website content related to DSM programs that will be transferred to ENSC, including a list of web addresses where the content is now located on nspower.ca
- 4. 2010 DSM Evaluation and Verification Binder, one printed copy (and supporting electronic files), containing the following:
 - i. Work Plan for the Impact and Process Evaluation of 2010 DSM Programs, submitted to NSPI from NMR Group
 - ii. Summary and status of the recommendations from the Evaluation and Verification of 2008 and 2009 DSM Programs
 - iii. Information on each service provider, including agreements and invoices
- 5. DSM Data System Reference (2 Volumes), one printed copy (and supporting electronic files) containing the following:
 - 6.1 Volume 1 - DSM Data System Implementation, containing:
 - information pertaining to the development and implementation of the DSM Data System, including, RFP, functional and technical specifications, project plan, contractor agreement and invoices
 - 6.2 Volume 2 - DSM Data System Operation, containing
 - i. User Manual
 - ii. Systems Documentation to be used by ENSC System Administrator, including:
 - DSM Data System Reference Data Sheet (a comprehensive set of information used by the system administrator to track and manage changes, and containing information pertaining to for example, user profiles, technical measures, security access, workflow

- Inventory of suggested changes and enhancements to the system
 - iii. CGI Vendor services and licencing agreement and invoices
6. Electronic Records that are in the DSM Data System, consisting of information on each participant of the DSM 2010 Programs, including energy and demand savings.
 7. Participant Project Files (paper only) for C&I Custom Retrofit and New Construction, Small Business Direct Install, Business Energy Rebates, and the Residential Programs, containing applications, project agreements, other forms, documents and related correspondence.
 8. For Vendor Agreements being assigned to ENSC, copies of certificates of proof of insurance where available.

SCHEDULE C
PHYSICAL ASSETS

C&I Custom Program

Asset Description	Details	Serial Number	Date Purchased	Purchase Price
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 1	47192	unknown	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 2	88984	1-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 3	88985	1-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 4	88993	1-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 5	88994	1-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 6	88995	1-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 7	88996	1-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 8	90386	16-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 9	90387	16-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 10	90388	16-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 11	90389	16-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 12	90390	16-Oct-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 13	90404	Oct-10	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 14	90425	20-Aug-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 15	90427	20-Aug-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 16	90428	20-Aug-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 17	90429	20-Aug-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 18	90430	20-Aug-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 19	90431	20-Aug-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 20	90432	20-Aug-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 21	90614	Oct-10	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 22	90615	Oct-10	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 23	90616	Oct-10	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 24	90618	Oct-10	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128	90619	Oct-10	

	KB, No. 25			
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 26	90620	Oct-10	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 27	90621	Oct-10	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 28	90622	Oct-10	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 29	90623	Oct-10	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 30	90801	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 31	90802	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 32	90803	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 33	90804	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 34	90805	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 35	90806	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 36	90807	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 37	90808	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 38	90809	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 39	90810	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 40	90811	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 41	90812	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 42	90813	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 43	90814	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 44	90815	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 45	90816	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 46	90817	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 47	90818	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 48	90819	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 49	90820	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 50	90821	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 51	90822	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 52	90823	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 53	90824	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 54	90825	10-Dec-09	
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128	90826	10-Dec-09	

	KB, No. 55			
Data logger	ACR Systems, Smartreader Plus 3, Model 010114, 128 KB, No. 56	90827	10-Dec-09	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 1	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 2	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 3	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 4	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 5	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 6	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 7	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 8	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 9	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 10	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 11	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 12	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 13	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 14	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 15	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350004, 0-250A, No. 16	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 1	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 2	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 3	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 4	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 5	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 6	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 7	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 8	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 9	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 10	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 11	N/A	20-Aug-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 12	N/A	20-Aug-09	
Current	ACR Systems, Model 350005, 0-500A, No. 13	N/A	10-Jan-09	

Probe				
Current Probe	ACR Systems, Model 350005, 0-500A, No. 14	N/A	10-Jan-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 15	N/A	10-Jan-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 16	N/A	10-Jan-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 17	N/A	10-Jan-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 18	N/A	10-Jan-09	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 19	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 20	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 21	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 22	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 23	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 24	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 25	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 26	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 27	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 28	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 29	N/A	1-Sep-10	
Current Probe	ACR Systems, Model 350005, 0-500A, No. 30	N/A	1-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	20-Aug-09	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	20-Aug-09	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	20-Aug-09	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	10-Jan-09	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	10-Jan-09	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	10-Jan-09	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	10-Jan-09	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	10-Jan-09	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	10-Jan-09	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	11-Feb-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	11-Feb-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	11-Feb-10	
Logger-PC	ACR Systems, Model 01088, USB	N/A	28-Sep-10	

Cable				
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Logger-PC Cable	ACR Systems, Model 01088, USB	N/A	28-Sep-10	
Clamp Meter	Fluke, 600 A,	11730108	17-Mar-10	
Camera	Cannon Powershot SD780 IS Digital Elph	8956000180		
	NOTE: software licences are listed in the Schedule A under Vendor Contracts]			

SCHEDULE D**URLs and Telephone Numbers**

www.pulltheplugtosave.ca

www.pulltheplugtosave.com

1-877-434-2136 (this is the published number for the Low Income Program)

902-364-2983

902-474-2136

(these are business lines for the two outreach agents; the 1-877 number transfers to one of these lines depending on the region of the province)

SCHEDULE E**NSPI INTELLECTUAL PROPERTY**

Certain Documentation includes testimonials and photographs of customers and other individuals. All rights in and to those testimonials, photographs and associated captions are reserved by NSPI, provided, however, that NSPI will use reasonable efforts to obtain consent from the relevant third parties for ENSC to use such intellectual property in ENSC's own DSM related materials. NSPI will advise ENSC from time to time when any such consent is received.

SCHEDULE F
FORM OF CONTRACT ASSIGNMENT

WHEREAS Nova Scotia Power Inc. (NSPI) and [] (the **Contract Party**) are parties to the following contract: [] attached hereto as Exhibit A (the **Contract**);

AND WHEREAS pursuant to an agreement between ENSC and NSPI dated October , 2010 (the **DSM Assignment Agreement**), NSPI is transferring all of its right, title and interest in the assets, administration and operation of the demand side management (**DSM**) program to Efficiency Nova Scotia Corporation (ENSC);

AND WHEREAS as part of the transfer of the DSM program, NSPI is assigning the Contract to ENSC;

NOW THEREFORE, in consideration of the mutual covenants contained herein and \$1.00 paid by ENSC to NSPI, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby agree as follows:

1. NSPI hereby assigns all of its right, title and interest in and to the Contract to ENSC.
2. ENSC hereby assumes the rights and obligations of NSPI under the Contract as and from October 1, 2010 and ENSC shall duly observe and perform and be responsible for all such obligations as if ENSC were named in the Contract as an original party.
3. This Contract Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.
4. Any disputes arising in respect of this Contract Assignment Agreement shall be resolved in accordance with the dispute resolution procedures set out in the DSM Assignment Agreement.
5. [NSPI shall notify the Contract Party of the assignment of the Contract and of ENSC's contact details for notices within ten (10) business days of the execution of this Contract Assignment Agreement.] OR [The Contracting Party hereby consents to the assignment of all of its right, title and interest in the Contract as set out herein.]

[Note: choose appropriate sentence depending on whether consent is required.]

The Parties have executed this Agreement effective as of October 1, 2010.

**EFFICIENCY NOVA SCOTIA
CORPORATION**

Per _____
Name:
Title:

NOVA SCOTIA POWER INC.

Per _____
Name:
Title:

[] hereby consents to the assignment of the Contract:

**[CONTRACT PARTY WHERE
CONSENT REQUIRED]**

Per _____
Name:
Title:

Date:

EXHIBIT A
COPY OF CONTRACT