APPENDIX A - GCP PPA

GREEN CHOICE PROGRAM
POWER PURCHASE AGREEMENT FOR
RENEWABLE ENERGY
Between
NOVA SCOTIA POWER INCORPORATED
And
[Insert name of Seller]

GREEN CHOICE PROGRAM POWER PURCHASE AGREEMENT FOR RENEWABLE ENERGY

This Power Purchase Agreement is entered into as of ●, 20●, between:

Nova Scotia Power Incorporated 1223 Lower Water Street P.O. Box 910 Halifax, Nova Scotia B3J 3S8	and	**[Insert name and address of Seller] ("Seller")**

Notices:	**Nova Scotia Power Incorporated** 1223 Lower Water Street P.O. Box 910 Halifax, Nova Scotia B3J 3S8 **Fax:** (902) 428-6171 **Attention:** Corporate Secretary
Payments:	**Nova Scotia Power Incorporated** P.O. Box 910 Halifax, Nova Scotia B3J 2W5 **Fax:** (902) 428-7164 **Attention:** Fuels Department

For valuable consideration, NSPI and the Seller hereby mutually agree to be bound by the following terms and conditions (the "**Commercial Terms**") and the General Terms and Conditions, Schedules, Appendices and Exhibits attached hereto as noted in item 13 below (collectively the "**Agreement**"):

[Items 2 through 7 and item 13 will be populated based on the Seller's responses in its Proposal. If the Generating Technology has not been Certified as of the Effective Date (as such terms are defined in this PPA), this will be reflected by a "yes" response in item 12. If the Proponent has been awarded "Ownership" points (as described in greater detail in the Request for Proposals), this will be reflected by a "yes" response in item 14 and a description of the Project ownership structure from the Proposal will be included in item 14.

1. Term: Twenty-five (25) years;
2. Site: ●;
3. Nameplate Capacity of Facility: ●;
4. Energy Rate: ● ($/MWh);
5. Energy Bid: ● (MWh/year);
6. Not Used
7. Scheduled Commercial Operation Date: ●;
8. Pre-COD Amount $35,000 multiplied by the number of megawatts of Nameplate Capacity of the Facility;
9. Post-COD Amount: $20,000 multiplied by the number of megawatts of Name Plate Capacity of the Facility;
10. Not Used
11. Not Used
12. Not Used
13. Zone: 1 / 2 / 3
14. Project has been awarded "Ownership" points in the Proposal's evaluation: Yes / No;
    (a) If Yes, the Project is owned by: **[*Note to Finalization - Insert the Mi'kmaq of Nova Scotia with an ownership interest*]** and constitutes a **[*Note to Finalization – Specify which applies: [Minority Owned Mi'kmaq Project or Majority Owned Mi'kmaq Project)]*** (as such term is defined in the Request for Proposals);
    (b) If Yes, insert description of the ownership interest (including the percentage ownership interest) of the Participant in the Project or Seller, as the case may be, as set out in the Proposal: ●

15. Each of the following schedules, appendices and exhibits form part of the Agreement:

General Terms and Conditions

Exhibit “A” - Project Description
Exhibit “B” - Form of Confidentiality Undertaking
Exhibit “C” - Form of Project Lender Agreement
Exhibit “D” - Form of Letter of Credit
Exhibit “E” - Form of Guarantee
Exhibit “F” – Not Used
Exhibit “G” – Not Used
Exhibit “H” - Calculation of Adjusted Energy Rate

Capitalized terms used herein but not otherwise defined have the meaning ascribed to them in the General Terms and Conditions attached hereto.

(Signature Page Follows)

EXECUTED by the Parties the day and year first above written.

NOVA SCOTIA POWER INCORPORATED	**[INSERT NAME OF SELLER]**
By:	By:
Name:	Name:
Title:	Title:
By:	By:
Name:	Name:
Title:	Title:
I/We have the authority to bind the corporation.	I/We have the authority to bind the ●.

GENERAL TERMS AND CONDITIONS

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1 DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions

In addition to the terms defined elsewhere in this Agreement, capitalized terms shall have the meanings ascribed to them below:

Accounting Standards for Private Enterprises or ASPE - means the Accounting Standards for Private Enterprises as set out in Part II of the CPA Canada Handbook – Accounting, applied on a consistent basis

Additional Interconnection Equipment – means interconnection equipment from the Delivery Point to the Point of Isolation.

Affected Party – has the meaning set forth in Section 11.1(a).

Affiliate – means, with respect to any Person, any other Person which, directly or indirectly, (i) Controls the first Person, (ii) is Controlled by the first Person, or (iii) is under common Control with the first Person.

AGC or Automatic Generation Control – means a system, or a component of a system, that allows the System Operator to adjust the power output of multiple generators connected to the System, including the generators comprising the Facility.

AGC Default – has the meaning set forth in Section 4.3(d).

Agreement – means the Power Purchase Agreement executed by the Parties, including the General Terms and Conditions and the appendices, exhibits, schedules and any other attachments to the Agreement, as amended, restated, or supplemented from time to time in accordance with the provisions of the Agreement.

Ancillary Services – means those services that are necessary to support the transmission of capacity and Energy from resources to loads while maintaining reliable operation of the System in accordance with Good Utility Practice, as more particularly set out in the Transmission System Interconnection Requirements or Generator Interconnection Procedure.

Annual Average Marginal Cost Rate – means, for a Contract Year, the Marginal Cost Rate for each day in the Contract Year, averaged over the Contract Year, as calculated by NSPI in accordance with Good Utility Practice and consistent with the development of annual average marginal cost calculations conducted by NSPI for reporting to the Board.

Applicable Accounting Principles – means the accounting principles, standards, and practices applicable to the Seller under Canadian law, including IFRS or ASPE, as set out in the CPA Canada Handbook – Accounting, applied on a consistent basis. Except as otherwise expressly provided, these principles shall be interpreted as in effect from time to time.

Arm's Length – has the meaning specified under the *Income Tax Act* (Canada), as in effect on the date hereof.

Board – means the Nova Scotia Energy Board and any successors thereto (which successors, following the coming into force of the Energy and Regulatory Boards Act, include the Nova Scotia Energy Board established pursuant to the Energy and Regulatory Boards Act or Nova Scotia Regulatory and Appeals Board established pursuant to the Energy and Regulatory Boards Act, as the context requires).

Business Day – means a day, other than a Saturday or a Sunday or a statutory holiday, on which banks are open for business in the Province of Nova Scotia.

Capital Cost – shall have the meaning set out in Section 16.9(b)

Change in Law – shall have the meaning set out in Section 13.1(a).

Claimant – shall have the meaning set forth in Section 14.1(b).

Class I Undertaking – is defined in Environmental Assessment Regulations made under Section 49 of the *Environment Act* S.N.S. 1994-95, c. 1

Class II Undertaking – is defined in Environmental Assessment Regulations made under Section 49 of the *Environment Act* S.N.S. 1994-95, c. 1

Commencement Date – means the first day of the calendar month following Commercial Operation.

Commercial Operation – shall have the meaning set out in Section 2.4(a).

Commercial Terms – means the commercial terms itemized on pages (i), (ii), and (iii) of the Agreement.

Commercially Reasonable Efforts – means, with respect to an action required to be attempted or taken by a Party under this Agreement, efforts that are timely and consistent (and in respect of Section 4.1(b), Section 10.1(h), and Section 11.2(a)(iii) are in accordance with Good Utility Practice) and are otherwise substantially equivalent to those a Party would use to protect its own interest.

Contract Energy – means the Energy Bid for each Contract Year during the Remaining Term assuming no material variability in monthly generation and delivery and applying a reasonable factor for transmission losses (that will be provided by the System Operator, together with an explanation for and documentation supporting the loss factor that is applied for the Facility) up to the Delivery Point based on data compiled prior to the Early Termination Date. Where applicable, the Energy Bid will be prorated for any portion of a Contract Year.

Contract Year – means a twelve-month period during the Term, starting on the Commencement Date or an anniversary thereof.

Control – means (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of (A) voting securities of the Person carrying more than 50% of the voting rights attaching to all voting shares of the Person and which are sufficient, if exercised, to elect a majority of its board of directors, or (B) securities representing greater than 50% of the economic value of the Person; (ii) in relation to a Person that is a partnership, limited partnership, trust or other similar entity, the ownership, directly or indirectly, of (A) voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person or (B) securities representing greater than 50% of the economic value of the Person; and (iii) for any other Person, the ownership of securities or other interests entitling the holder to exercise direction over the activities of the Person (and "**Controls**", "**Controlling**" and "**Controlled**" are defined accordingly).

Convention – means United Nations Framework Convention on Climate Change and such amendments, additions or substitutions thereto which may be in effect from time to time throughout the Interim Period and the Term.

CPI or Consumer Price Index – means the consumer price index for "All Items excluding energy" published or established by Statistics Canada (or its successor) for any relevant calendar month in relation to the Province of Nova Scotia, which as of the date hereof, can be accessed at: https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413.

Cybersecurity Plan is defined in Section 2.1(f)

Cybersecurity Plan Submission Deadline is defined in Section 2.1(f).

Daily Energy Bid – means, in respect of a Contract Year, the Energy Bid divided by the number of days in the Contract Year.

Delivery Point – means the point of interconnection between the Facility and the System where Energy from the Facility enters the System; provided that, for certainty, if Additional Interconnection Equipment is required for the interconnection between an existing portion of the System and the Point of Isolation then the Delivery Point will be where the Additional Interconnection Equipment interconnects with such portion of the existing System.

Dissolution Event – means, with respect to a Person, an effective resolution is passed or documents are filed in an office of public record in respect of, or a judgment or order is issued by a court of competent jurisdiction ordering, the dissolution, termination of existence, liquidation or winding up of that Person.

Early Completion Incentive – has the meaning given to it in Section 5.1(a)(iv).

Early Termination Date – means the date of termination of the Agreement prior to the end of the Term.

Early Termination Payment – means an amount, that will not be less than zero, equal to the sum of:

(a) NSPI's Termination Costs, and

(b) an amount equal to the Renewable Attribute Loss Rate times the Contract Energy (except to the extent that NSPI mitigative measures replace the Contract Energy or any portion thereof with renewable energy from a renewable energy generation facility with an Electricity Standard Approval), and

(c) an amount (whether positive or negative) equal to:

(i) the Present Value for the Contract Energy at relevant market pricing (either quoted by a bona fide third party offer or which is reasonably expected to be available in the market under a replacement contract for the Agreement that, in each case, does not include replacement of the Renewable Attribute Loss), less

(ii) the Present Value for the Contract Energy at the Energy Rate,

To ascertain the market pricing of a replacement contract for purposes of calculating the Early Termination Payment, NSPI shall consider, among other valuations, at least two quotations from leading dealers or brokers in power purchase and sale contracts and other bona fide Arm's Length offers, all adjusted for the length of the Remaining Term and any transmission differential and having regard to any mitigative measures available to NSPI including, as applicable, replacement contracts or transactions.

Effective Date – means the date of this Agreement, being the date first mentioned on page (i) of the Agreement.

Electricity Act – means the *Electricity Act* (Nova Scotia) and the regulations made thereunder, in each case, as amended from time to time.

Electricity Standard Approval – means the issuance and maintenance of the electricity standard approval pursuant to the Renewable Electricity Regulations.

Eligible Guarantor – means a Person with a minimum credit rating of (i) BBB with Standard and Poors Rating Group (a division of McGraw-Hill Inc.) or its successor, (ii) Baa2 with Moody's Investors Service, Inc. or its successor, or (iii) BBB with Dominion Bond Rating Service Limited or its successor.

Emergency Condition – shall have the meaning ascribed to that term in the Generator Interconnection Agreement.

Energy – means electric energy measured as units of watt hours (kWh, MWh, GWh).

Energy and Regulatory Boards Act – means the *Energy and Regulatory Boards Act* (Nova Scotia) enacted pursuant to Schedule A of the Energy Reform (2024) Act and the regulations made thereunder, in each case, as amended from time to time.

Energy Bid – means (i) the Original Energy Bid or (ii) if revised per Section 4.1(c), Energy Bid means the Restated Energy Bid or (iii) if revised per Section 4.1(e)(i), Energy Bid means the Seller Revised Energy Bid or (iv) if revised per Section 4.1(e)(ii), Energy Bid means the NSPI Revised Energy Bid.

Energy Rate – means the rate in $/MWh to the second decimal place, as specified in item 4 of the Commercial Terms, as indexed and adjusted in accordance with Exhibit "H".

Energy Reform (2024) Act – means *An Act to Reform the Law Respecting Energy and Electricity* (Nova Scotia).

Energy Source – means the source used to generate Energy from the Facility, as specified in item 6 of the Commercial Terms.

Event of Insolvency – means an event or circumstance in respect of a Person where: (i) that Person admits its insolvency in a judicial procedure or makes a general assignment for the benefit of creditors or any proceeding is instituted by that Person seeking relief or giving notice of its intention to seek relief on its behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, re-organization, arrangement, adjustment or composition of it or its debts under any Insolvency Legislation, or seeking appointment of a receiver, receiver and manager, trustee, custodian or other similar official for it or any substantial part of its property and assets or that Person takes any action to authorize any of the foregoing; or (ii) any proceeding is instituted against that Person seeking to have an order for relief entered against it as a debtor or to adjudicate it a bankrupt or insolvent or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition of it or its debts under any Insolvency Legislation, or seeking appointment of a receiver, receiver and manager, trustee, custodian or similar official for that Person or any substantial part of its property and assets, and: (A) such proceeding results in an entry of an order for such relief or any such adjudication or appointment, or (B) if such proceeding is not being contested, or is being contested in good faith, such proceeding continues undismissed, or unstayed and in effect, longer than 30 days from the institution of any such proceeding.

Excepted Relief Event – shall have the meaning set forth in Section 11.1(b).

Excess Energy – means, in respect of a Contract Year, the amount of Energy by which the Net Output for that Contract Year exceeds 1.20 multiplied by the Energy Bid.

Expected Output – means the hourly Energy that a Facility would reasonably have been expected to produce, as determined by NSPI, acting reasonably, using energy output methodologies that are consistent with Good Utility Practice, including by using the operating and meteorological data of, as well as forecasts for, the Facility to which NSPI has access pursuant to Section 3.3, the available Energy output data referred to in Section 4.3(c)(iii), as well as any additional information that NSPI may reasonably request from the Seller. Calculations of Expected Output must account for appropriate Energy losses occurring in the production and delivery of Energy, such that the calculation is a reasonable approximation of the Energy output that would have been expected to be delivered by the Facility to the Delivery Point during an identified time period. Expected Output excludes any Energy that a Facility would have reasonably been expected to deliver during any hours of a Facility Interruption or Forced Outage.

Extension Period – shall have the meaning set forth in Section 2.5(c).

Facility – means one or more generators described in the Project Description having, in the aggregate, the Nameplate Capacity, which generate Energy exclusively from the Energy Source and deliver Energy through a meter to the Delivery Point and includes, without limitation, all the electrical apparatus and equipment owned and operated by Seller and used for the purpose of generating and delivering Energy, and all protective and other associated equipment and improvements (including all transmission lines and substation equipment up to the Point of Change of Ownership (as such term is defined in the Generator Interconnection Agreement).

Facility Interruption – means any curtailment, reduction or interruption which arises due to the operation of the Facility in a manner that is inconsistent with Good Utility Practice or in a manner which is non-compliant with the Generator Interconnection Agreement.

Fiscal Year – means the fiscal year of NSPI as further described in Section 1.2(g).

Force Majeure Event or Force Majeure – shall have the meaning set forth in Section 11.1(a).

Forced Outage – means (a) any partial or total curtailment, interruption or reduction of the generation or delivery of Energy by the Facility that is due to a total or partial breakdown or other failure of any electrical system or any machinery or equipment comprising the Facility that results in or requires, in accordance with Good Utility Practice, the Facility or any part thereof to be removed from service, curtailed, or reduced for inspection, maintenance, repairs and/or replacements to restore normal operability; or (b) any error in the operation, maintenance or rehabilitation of any such system, machinery or equipment or which is inherent in the use or operation of that type of system, machinery or equipment over time.

Generating Facility – has the meaning set out in the Generator Interconnection Procedures.

Generating Technology – means the equipment models identified in Exhibit “A” (and for clarity, Exhibit “A” may include one or more Generating Technologies in respect of the same Energy Source).

Generator Interconnection Agreement – means the standard generator interconnection and operating agreement prescribed by the Generator Interconnection Procedure.

Generator Interconnection Procedure – means the standard generator interconnection procedures published from time to time by the System Operator and approved by the Board.

Good Utility Practice – has the meaning set out in the Generator Interconnection Agreement.

Government Agency – means any national, international, federal, provincial, state, municipal, county, regional or local government, organization or duly constituted authority, having jurisdiction, and includes:

(i) any department, commission, bureau, board, administrative agency or regulatory body of any government;

(ii) any International Agency; and

(iii) any Person acting as an authorized representative of any of the foregoing, including in the capacity as registrar in connection with any emission reduction registry.

Green Choice Program – has the meaning set out in subsection 30(1) of the Electricity Act 2026 c. 5 ss. 2-5.

Group – means, in the case of NSPI, the NSPI Group and, in the case of the Seller, the Seller Group.

Guarantee – means a guarantee substantially in the form attached hereto as Exhibit “E”.

Guarantor – means a guarantor of Seller that has provided a Guarantee in accordance with Article 6.

HST – means the harmonized sales tax exigible and any interest and penalties charged thereon pursuant to the *Excise Tax Act* (Canada) and the regulations made thereunder.

IESO – means the Nova Scotia Independent Energy System Operator, a body corporate established under Section 7(1) of the More Access to Energy Act, and its successors.

IFRS - means the International Financial Reporting Standards as issued by the International Accounting Standards Board and incorporated into the CPA Canada Handbook – Accounting, applied on a consistent basis. Except as otherwise expressly provided, IFRS shall be interpreted as in effect from time to time.

Incidental Service – means, as required for the Facility and the Site, the Energy used to service the Site and the Facility, including Energy for construction, excitation, on-site maintenance and operation of auxiliary equipment.

Incremental Energy Rate – means the rate in $/MWh which is equal to NSPI's cost of generating or purchasing one more MWh of Energy from sources other than the Facility as calculated by NSPI in accordance with Good Utility Practice and consistent with NSPI's development of incremental energy rate calculations for similar purposes averaged over the 12 month period immediately preceding the relevant time.

Indemnitee – shall have the meaning set out in Section 15.1.

Indemnitor – shall have the meaning set out in Section 15.1.

Independent Engineer – means an engineer that is (i) a professional engineer duly qualified and licensed to practice engineering in the Province of Nova Scotia; and (ii) employed by an independent engineering firm which holds a certificate of compliance issued by Engineers Nova Scotia that is not affiliated with or directly Controlled by the Seller and that does not have a vested interest in the design, engineering, procurement, construction, metering and/or testing of the Facility. For clarity, an independent engineer that is appointed to act as an independent engineer for any Project Lender may also be the Independent Engineer for the purposes of this Agreement.

Independent Expert – means a Person that is independent of either Party and that possesses commercial expertise and experience pertaining to the development of energy infrastructure.

Indigenous means a First Nation located in whole or in part in Nova Scotia that is a "band" as defined in the *Indian Act*, RSC 1985, c 1 5 as amended from time to time, and specifically includes the thirteen bands of Mi'kmaq people in Nova Scotia.

Ineligible Land – means land that is provincial Crown land or Protected Land.

Insolvency Legislation – means the *Bankruptcy and Insolvency Act* (Canada), the *Winding Up and Restructuring Act (*Canada) and the *Companies' Creditors Arrangement Act* (Canada) and the bankruptcy, insolvency, creditor protection or similar laws of any other jurisdiction (regardless of the jurisdiction of such application or competence of such law).

Interconnection Facilities – has the meaning set out in the Generator Interconnection Agreement.

Interconnection Request – shall have the meaning ascribed to that term in the Generator Interconnection Procedures.

Interconnection System Impact Study – shall have the meaning ascribed to that term in the Generator Interconnection Agreement.

Interim Period – means any period prior to the Commencement Date, but after interconnection of the Facility to the System in accordance with the Generator Interconnection Agreement, when the Facility is capable of generating Energy and delivering that Energy to the Delivery Point.

International Agency – means the parties to the Convention, the Intergovernmental Panel on Climate Change, and any other international commission, bureau, board, administrative agency or regulatory body responsible for measures to achieve objectives of the Convention.

Laws and Regulations – means:

(i) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes;

(ii) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Government Agency or other Person having jurisdiction;

(iii) applicable rulings and conditions or any licence, permit certificate, registration, authorization, consent and approval of any Government Agency (including Permits); and

(iv) any requirements under or prescribed by applicable common law.

Letter of Credit – means one or more irrevocable and unconditional standby letters of credit substantially in the form attached hereto as Exhibit "D" issued by a financial institution, with offices or branches (at which office or branch the Letter of Credit may be redeemed or drawn upon) in Halifax or such other location in Canada as may be accepted by NSPI, in NSPI's discretion, listed in either Schedule I or II of the *Bank Act* (Canada) or having a minimum credit rating of (i) A-with Standard and Poors Rating Group (a division of McGraw-Hill Inc.) or its successor, (ii) A3 with Moody's Investors Service, Inc. or its successor, (iii) A-low with Dominion Bond Rating Service Limited or its successor, or (iv) A-with Fitch IBCA, Duff and Phelps, a division of Fitch Inc. or its successor.

Local means the province of Nova Scotia.

Local Benefits means goods and services for the Facility obtained from the Nova Scotia Supply Community, as set out in the Proposal.

Local Benefits Shortfall has the meaning given to it in Section 2.7

Local Benefit Report means a report setting out the Seller's Local Benefit expenditure at COD.

Market Rules and Procedures – means the document created and amended by the IESO that sets out all market rules and procedures created under the More Access to Energy Act, including any market rules made by the IESO under the More Access to Energy Act and Section 4 of the *Wholesale Market Rules Regulations* made under the Electricity Act.

Marginal Cost Rate – means the rate in $/MWh, which at the relevant time, is equal to NSPI's cost of generating or purchasing one more MWh of Energy from sources other than the Facility, as calculated by NSPI in accordance with Good Utility Practice and consistent with NSPI's development of marginal costs for similar purposes.

Meter Location – means the physical location where Energy is measured by the revenue class meter referred to in Section 5.3(a).

Mi'kmaq of Nova Scotia means the Indigenous people of Nova Scotia, recognized as the province's first people and as a distinct nation. "Mi'kmaq" is the plural noun referring to the people collectively, while "Mi'kmaw" refers to an individual or is used adjectivally.

Minimum Threshold - shall have the meaning set out in Section 16.9(b)

More Access to Energy Act – means *An Act Respecting an Independent Energy System Operator* (Nova Scotia) enacted pursuant to Schedule B of the Energy Reform (2024) Act and the regulations made thereunder, in each case, as amended from time to time.

Nameplate Capacity – means the nameplate capacity of the Facility, as specified in item 3 of the Commercial Terms.

Net Output – means the Energy output of the Facility at the Delivery Point, as determined in accordance with Section 5.3, provided, however, that for purposes of calculating Net Output under Sections 4.1(d), 4.1(e), and 10.4(e), the Seller will be deemed to be delivering Energy in an amount equal to the Expected Output: (i) for each hour during which a Force Majeure Event is ongoing; (ii) for each hour the Seller has been curtailed, interrupted, or reduced in the generation or delivery of Energy by the Facility (whether partial or total) in response to an Emergency Condition affecting the System (other than, for greater certainty, due to a Facility Interruption or Forced Outage); and (iii) for each hour that the Seller has been curtailed, interrupted, or reduced in the generation or delivery of Energy by the Facility (whether partial or total) by the System Operator due to transmission limits to manage congestion on the System or for each hour that the Seller is not to be dispatched as part of the day ahead or intraday (three or four hours ahead) schedule.

Network Upgrades – shall have the meaning ascribed to that term in the Generator Interconnection Agreement.

Nova Scotia Supply Community means manufacturers, corporations, vendors, contractors, consultants, and service companies in the Province of Nova Scotia.

DNR – means the Nova Scotia Department of Natural Resources.

NSPI – means Nova Scotia Power Incorporated.

NSPI Event of Default – shall have the meaning set forth in Section 10.3.

NSPI Group – means any of NSPI and its Affiliates and the respective directors, officers, partners, employees, representatives or agents of NSPI and its Affiliates.

NSPI Revised Energy Bid – has the meaning set forth in Section 4.1(e)(ii).

NSPI Tariff Adjustment Notice Reply - shall have the meaning set out in Section 16.9(d).

NSPI's Termination Costs – means any costs and expenses reasonably incurred by NSPI associated with terminating the arrangements and transactions provided for in the Agreement and having regard to any mitigative measures available to it. NSPI's Termination Costs excludes the portion of any costs charged by a Person who does not deal with NSPI at Arm's Length that is in excess of the costs that would have been charged had such Person been at Arm's Length from NSPI, and profits. In each case, NSPI's Termination Costs must be the actual, reasonable, and verifiable out-of-pocket costs incurred by NSPI.

Open Access Transmission Tariff – means the Open Access Transmission Tariff, as approved by the Board.

Original Energy Bid – means the Net Output to be delivered in each Contract Year, as specified in item 5 of the Commercial Terms.

Partial Termination Payment – means an amount equal to the Renewable Attribute Loss Rate times the Shortfall Contract Energy (except to the extent that NSPI mitigative measures replace the Contract Energy or any portion thereof with renewable energy from a renewable energy generation facility with an Electricity Standard Approval), plus the amount (if any) by which:

(i) the Present Value for the Shortfall Contract Energy at relevant market pricing (either quoted by a bona fide third party or which is reasonably expected to be available in the market under a replacement contract for the Agreement that, in each case, does not include replacement of the Renewable Attribute Loss), exceeds

(ii) the Present Value for the Shortfall Contract Energy at the Energy Rate.

To ascertain the market pricing of a replacement contract for purposes of calculating the Partial Termination Payment, NSPI shall consider, among other valuations, at least two (2) quotations from leading dealers or brokers in power purchase and sale contracts and other bona fide Arm's Length offers, all adjusted for the length of the remainder of the Term and any transmission differential and having regard to any mitigative measures available to NSPI including, as applicable, replacement contracts or transactions.

Participant – means the Mi'kmaq of Nova Scotia (as such term is defined in the Request for Proposals) as specified in item 14(a) of the Commercial Terms.

Participating Interest – means the percentage equity or other ownership interest of the Participant in the Project or the Seller, as the case may be, as specified in item 14(b) of the Commercial Terms.

Party – means either the Seller or NSPI and Parties refers to both the Seller and NSPI.

Performance Security – means the security for the performance of the obligations of the Seller under the Agreement to be provided and maintained by the Seller for the benefit of NSPI in accordance with the Agreement.

Performance Security Default – means (i) a failure of the Seller to provide and maintain the Performance Security in accordance with Article 6 (including, where applicable, any failure to renew or replace the Performance Security by no later than 15 Business Days prior to the expiry therefor or any failure of the Seller to substitute a Guarantee provided by a Guarantor that ceases to be an Eligible Guarantor with a Letter of Credit or such other credit support in compliance with the Performance Security requirements of Article 6 or a replacement Guarantee from a Guarantor that qualifies as an Eligible Guarantor within 5 Business Days thereafter); or (ii) an Event of Insolvency occurs in respect of the issuer of the Performance Security (including a Guarantor); or (iii) the issuer or Guarantor, as the case may be, fails to comply with or perform its obligations under the Performance Security issued or granted by it or disclaims or repudiates, or challenges the validity, in whole or in part, of such Performance Security, or the Performance Security otherwise fails or ceases to be in full force and effect.

Permits – means permits, certificates, licences and other approvals required for the ownership, design, construction, operation, maintenance, rehabilitation or modification of the Facility and, if applicable, the delivery of Energy to the Delivery Point.

Person – means a natural person, firm, a company, a sole proprietorship, a corporation, a partnership, a limited partnership, a joint venture, a trust, a Government Agency or other entity of any kind.

Point of Isolation – means the designated disconnect switch that securely isolates the Facility from the System.

Post-COD Amount – means the amount of the Performance Security as specified in item 9 of the Commercial Terms.

Post-Proposal Applicable Tariff – means import tariffs imposed by any Government Agency pursuant to Laws and Regulations introduced after the Proposal Submission Deadline that are applicable to the Facility or any part thereof on importation into Canada of any equipment, components or materials that are to be installed at the Facility.

Pre-COD Amount – means the amount of the Performance Security, as specified in item 8 of the Commercial Terms.

Present Value – means the present value of a future stream of payments for Energy, as discounted to the Early Termination Date, or the date that the NSPI Revised Energy Bid comes into operation, as applicable, at the PV Discount Rate, with the timing of such payments reflecting (or substantially reflecting) the timing of payments for Energy under the Agreement.

Prime Rate – means the annual rate of interest established by the Bank of Nova Scotia or its successor, from time to time, as the interest rate it will charge for demand loans in Canadian Dollars to its commercial customers in Canada and which it designates as its "**prime rate**" based on a year of 365 or 366 days, as applicable. Any change in such interest rate shall be effective automatically on the date such change is announced by the Bank of Nova Scotia. Such rate of interest shall be calculated (but not compounded) daily, and compounded monthly, both before and after default, arbitral award and judgement.

Procurement Administrator – means a person appointed under subsection 27(1) of the Electricity Act, to administer the Green Choice Program.

Project – means the Facility and any rights, property and assets, whether real or personal and whether tangible or intangible, required by the Seller to design, construct, operate, maintain, rehabilitate or modify the Facility, or required by the Seller for use of the Site, including any contract or engagement for such purpose, Permits, roads, and any land tenure and land tenure agreements.

Project Amendment – means any material modification, variation, or amendment of the Project Description or the information provided in items 2, 3, 5, 6, or 13 of the Commercial Terms.

Project Description – means the specifications and description of the Facility attached to the Agreement as Exhibit "A".

Project Lender – means one or more Persons providing debt for the development, design, construction, acquisition, operation, maintenance, rehabilitation or modification of the Facility (including any senior, subordinate, mezzanine, bridge, construction, term or permanent financing or refinancing) and includes any agent or trustee of such Persons.

Project Lender Agent – shall have the meaning set out in Section 12.2(e).

Project Lender Agreement – means an agreement substantially in the form of Exhibit "C" among the Seller, NSPI and the Project Lender setting forth arrangements in respect of the interest of the Project Lender in the Agreement by way of security for the financing provided by the Project Lender.

Project Lender's Security Agreement – means an agreement or instrument, including a deed of trust or similar instrument securing bonds or debentures, containing a charge, mortgage, pledge, security interest, assignment, sublease, or similar instrument with respect to all or any part of the Seller's Interest granted by the Seller that is security for any indebtedness, liability or obligation of the Seller, together with any amendment, change, supplement, restatement, extension, renewal or modification thereof.

Proposal – means the proposal submitted by the Seller to the Procurement Administrator appointed by the Governor in Council in connection with the Request for Proposals, as amended from time to time.

Proposal Submission Deadline has the meaning given to it in the RFP.

Proposed Revised Energy Rate - shall have the meaning set out in Section 16.9(c)

Protected Land - means land designated or pending to be designated as a park or protected area on the Parks and Protected Areas Map provided at <https://experience.arcgis.com/experience/87a91c432fe7403e8f3ca4bc7631b9b6/>.

PV Discount Rate – means the weighted average before tax cost of capital of NSPI plus 100 basis points.

Quarterly Report – means a quarterly progress report described in Section 2.6.

Remaining Term – means the remaining Term from and after the Early Termination Date without regard to termination of the Agreement.

Renewable Attribute Loss – means the loss of the benefit of Renewable Energy Credits referred to in Section 3.4, relative to the Contract Energy, relative to Shortfall Energy, relative to Shortfall Contract Energy, and/or during any period in which the Seller fails to maintain the Electricity Standard Approval for the Facility.

Renewable Attribute Loss Rate – means an amount equal to $21.93/MWh increased based on cumulative increases in the consumer price index for "All Items" published or established by Statistics Canada (or its successor) in relation to the Province of Nova Scotia between January 2026 and the relevant calendar month.

Renewable Energy Credits – means all rights, title and interest in and to all benefits, rewards, credits, premiums, incentives, and other advantages, whether now or in the future, that are related, in whole or in part, to (i) benefits associated with a renewable generating facility; (ii) attributes or characteristics relating to the environmental impacts associated with a renewable energy facility or its generation of Energy; or (iii) benefits attributable to the direct displacement by Energy from renewable sources of emissions from fossil-fuelled thermal electrical generation, including:

(a) all right, title, interest in and to all carbon credits, portfolio credits, environmental air quality credits, renewable energy certificates, credit reduction rights, offsets, allocated pollution rights, emission reduction allowances or other proprietary or contractual rights, whether or not tradeable, that, now or in the future, result from the actual or assumed displacement of emissions by the production of Energy from the Facility as a result of the utilization of renewable energy technology;

(b) all right, title, interest in and to all interests that, now or in the future, relate to the nature or attributes (fungible or non-fungible) or pertain to the source of renewable Energy generation pursuant to the Agreement as may be defined and awarded through Laws and Regulations or voluntary programs, including "green tags", "tradable renewable energy credits", or "renewable portfolio standard tags";

(c) the sole right to quantify and register, claim, file, bank or use emissions reductions in any reporting program or registry system established or maintained by any Government Agency or non-governmental organization or entity;

(d) the sole right to claim, bank, or use emission reductions for any and all purposes, (including offsetting anthropogenic greenhouse gases or claiming credit against any compliance requirement) and in any manner or form whatsoever now or in the future; and

(e) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing which may be available in connection with the Facility.

Renewable Energy Credits do not include any Seller Benefits.

Reporting Date – means the date which is six months prior to each Fiscal Year during the Term.

Request for Proposals or RFP – means the request for proposals issued on **[●]** for the Green Choice Program of renewable low-impact electricity for the Province of Nova Scotia, as amended from time to time.

Renewable Electricity Regulations – means the Renewable Electricity Regulations under the Electricity Act, S.N.S 2004, c.25.

Respondent – shall have the meaning set forth in Section 14.1(b)

Restated Energy Bid – has the meaning set forth in Section 4.1(c).

Scheduled Commercial Operation Date – means the date scheduled for achieving Commercial Operation, as specified in item 7 of the Commercial Terms.

Seller – means the Person or Persons identified as the "**Seller**" in the Agreement and includes its successors and permitted assigns.

Seller Benefits – means any federal or provincial tax credits, benefits, incentives, subsidies, funding programs, deductions or allowances, including without limitation, the treatment of Canadian Renewable and Conservation Expenses under the *Income Tax Act* (Canada) and accelerated write-off provided in respect of property which is described in Class 43.1 or Class 43.2 of Schedule II of the Income Tax Regulations of the *Income Tax Act* (Canada) and any successor program.

Seller Claimable Amount – means the loss of the economic benefit of the Agreement based on the Present Value for Contract Energy at the Energy Rate having regard to any mitigative measures available to the Seller including, as applicable, replacement revenue which reduces or eliminates such loss, avoided costs and salvage as determined in a commercially reasonable manner. The Seller Claimable Amount shall be exclusive of the Seller's Termination Costs.

Seller Event of Default – shall have the meaning set forth in Section 10.1.

Seller Group – means any of the Seller, its Affiliates, its partners, the officers and directors of its partners, and Seller Personnel.

Seller's Interest – shall have the meaning set out in Section 12.2(d).

Seller Personnel – means any Person providing, on behalf of the Seller, any design, construction, operation, maintenance or other services in connection with the Facility, including any Person contracted or engaged at any lower tier for such purpose, and any employees, representatives or agents thereof, and any employees, representatives or agents of the Seller and its Affiliates.

Seller Revised Energy Bid – has the meaning set out in Section 4.1(e)(i).

Seller Tariff Adjustment Event - shall have the meaning set out in Section 16.9(b).

Seller Tariff Adjustment Notice - shall have the meaning set out in Section 16.9(b).

Seller's Termination Costs – means any costs and expenses reasonably incurred by the Seller associated with terminating the arrangements and transactions provided for in the Agreement and having regard to any mitigative measures available to it. Seller's Termination Costs excludes the cost of generating equipment, the portion of any costs charged by a Person who does not deal with the Seller at Arm's Length that is in excess of the costs that would have been charged had such Person been at Arm's Length from the Seller, and profits. In each case, Seller's Termination Costs must be the actual, reasonable, and verifiable out-of-pocket costs incurred by the Seller. Seller's Termination Costs shall be exclusive of the Seller Claimable Amounts.

Shortfall Contract Energy – means the shortfall between the Original Energy Bid as of the Effective Date and the NSPI Revised Energy Bid for each Contract Year during the remainder of the Term assuming no material variability in monthly generation and delivery and applying a reasonable factor for transmission losses up to the Delivery Point based on data compiled prior to the date that the Energy Bid was so revised pursuant to Section 4.1(e). Where applicable, the Original Energy Bid and NSPI Revised Energy Bid will be prorated for any portion of a Contract Year.

Shortfall Energy – means (i) for the purposes of Section 4.1(c), the shortfall between 100% of the Original Energy Bid and the Restated Energy Bid; (ii) for the purposes of Section 4.1(d), the shortfall between 80% of the Energy Bid and the Net Output during the applicable Contract Year; (iii) for the purposes of Section 4.1(e)(i), the shortfall between 100% of the Original Energy Bid and the Seller Revised Energy Bid; and (iv) for the purposes of Section 4.1(e)(ii), the shortfall between 100% of the Original Energy Bid and the NSPI Revised Energy Bid.

Site – means the lands upon which the Project will be located, as specified in item 2 of the Commercial Terms.

System – means the Energy transmission system operated by the System Operator.

System Operator – means that functional part of NSPI which controls and operates the System within the Province of Nova Scotia pursuant to the Open Access Transmission Tariff or any successor (which successors, following the coming into force of the More Access to Energy Act, include the IESO in respect of those functions and responsibilities transitioned from time to time from NSPI to the IESO pursuant to the *Energy Reform (2024) Act* and *More Access to Energy Act*).

Tariff - means the legally prescribed schedule of customs duty rates applicable to imported goods, organized by tariff items under the Customs Tariff SC 1997, c. 36, and applied according to the Harmonized System classification and the rules set out in the Customs Act RSC 1985, c 1 (2nd Supp), s 12.

Tariff Reduction Event – shall have the meaning set out in Section 16.10.

Tariff Reduction Notice – shall have the meaning set out in Section 16.10.

Tariff Reduction Notice Reply - shall have the meaning set out in Section 16.10.

Term – means the term of the Agreement as specified in item 1 of the Commercial Terms and Section 9.1(b), subject to early termination in accordance with the provisions of the Agreement.

Transmission System Interconnection Requirements or TSIR - means the Transmission System Interconnection Requirements published from time to time by the System Operator.

Transmission Credits Security – means the Performance Security as specified in item 11 of the Commercial Terms.

Workers' Compensation Act – means the *Workers' Compensation Act* (Nova Scotia), and the regulations in respect thereof, in each case, as amended from time to time.

Zone – means the zone, identified as item 13 of the Commercial Terms.

1.2 General Rules of Interpretation

For the purposes of interpreting the Agreement:

(a) Words in the singular include the plural and vice versa.

(b) The use of the words "**including**" and "**include**" are not limiting.

(c) The words "**herein**", "**hereof**" and "**hereunder**" and other words of similar import refer to the Agreement as a whole and not to any particular Article, section or other subdivision.

(d) The division of the Agreement into Articles, sections or other parts and the insertion of headings are for convenience only and do not affect the construction or interpretation of the Agreement.

(e) References to monetary amounts are in Canadian Dollars unless otherwise stated.

(f) Reference to any legislation (including Laws and Regulations) is a reference to that legislation in force from time to time and to any subsequent legislation which has the effect of supplementing or superseding that legislation.

(g) The current Fiscal Year is January 1 to December 31. During the Term, NSPI may, from time to time, modify the Fiscal Year for the purposes of this Agreement upon notice to the Seller advising the Seller of such change, provided such notice shall be given not less than 30 days prior to the Reporting Date.

(h) No consent or approval contemplated under the Agreement shall be effective unless given in writing.

(i) Time shall be of the essence.

1.3 Severability

If any provision of the Agreement is declared or held to be illegal, invalid or unenforceable, such provision shall be considered stricken and the remainder of the Agreement shall remain in full force and effect. The Parties shall negotiate in good faith to replace the stricken provision with a legal, valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

1.4 Entire Agreement

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of the Agreement are superseded by the Agreement and the Agreement constitutes the entire agreement between the Parties with respect to such subject matter. The Agreement shall not be amended or supplemented except by subsequent written agreement between the Parties.

1.5 Waiver, Amendment

No waiver of any provision of the Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of the Agreement shall constitute a waiver of any other provision thereof, nor shall any such waiver constitute a continuing waiver or waiver of any subsequent failure to comply, unless otherwise expressly provided in such written waiver. No inspection, review, comment, verification, or audit by NSPI or any Government Agency, or anyone on their behalf, nor any failure to do so, shall relieve the Seller from performing or fulfilling any of its obligations under the Agreement.

1.6 Preparation of Agreement

The Parties acknowledge and agree that any doubt or ambiguity in the meaning, application or enforceability of any term or provision of the Agreement, including provisions relating to the validity, interpretation or construction of the Agreement and the respective obligations, rights and remedies of the Parties under the Agreement, shall not be construed or interpreted against one Party or in favour of the other Party when interpreting such term or provision as a result of the preparation or other event of negotiation, drafting or execution of the Agreement.

1.7 Governing Law

The laws of the Province of Nova Scotia and the federal laws of Canada applicable therein (without regard to any conflict of law principles which would apply the laws of another jurisdiction) shall govern all matters arising out of or related to the Agreement including damages and enforcement. For such matters, the Parties shall, subject to Article 14, attorn to the non-exclusive jurisdiction of the courts of Nova Scotia located in Halifax.

1.8 Energy Reform (2024) Act

(a) Reference is made to the Energy Reform (2024) Act which came into effect on April 1, 2025 and pursuant to which certain Laws and Regulations were amended and pursuant to which the More Access to Energy Act and the Energy and Regulatory Boards Act were introduced. The Parties acknowledge that such Laws and Regulations contemplate, among other things, a phased transition of the functions of system operator between NSPI and the IESO, the procurement by the IESO of Ancillary Services, the enactment by the IESO of Market Rules and Procedures, and the IESO carrying out settlement and integrated resource planning, which may necessitate amendments to this Agreement.

(b) The terms of the Energy Reform (2024) Act, the More Access to Energy Act and the Energy and Regulatory Boards Act, as the context requires, shall govern in the event of any conflict or inconsistency between such Laws and Regulations and the terms of this Agreement. Without limiting the generality of the foregoing, but otherwise notwithstanding anything to the contrary set out in this Agreement:

(i) from and after the introduction by the IESO of Market Rules and Procedures pursuant to Section 60(1) of the More Access to Energy Act or any tariff made under Section 79 of the More Access to Energy Act, respectively, with respect to or governing the procurement of Ancillary Services (other than those Ancillary Services required to be provided by the Facility pursuant to the terms of this Agreement), Section 5.2 of this Agreement shall be null and void and of no further force or effect in respect of such Ancillary Services and such Market Rules and Procedures, tariff, and/or other documents or instruments introduced by the IESO in connection with the procurement of such Ancillary Services shall govern the provision of such Ancillary Services by the Facility; and

(ii) for greater certainty, if a function of NSPI as System Operator is fully transitioned to the IESO as System Operator pursuant to the More Access to Energy Act, then from and after the completion of such transition, any reference to NSPI in this Agreement in relation to such function shall be deemed to be a reference to the IESO as System Operator.

(c) Following the proclamation of the More Access to Energy Act and the Energy and Regulatory Boards Act and/or as may be needed from time to time to facilitate the completion of the phased transition from NSPI as System Operator to IESO as System Operator, NSPI may propose amendments to this Agreement to the Seller and, at NSPI's discretion, any other participants in the Green Choice Program that incorporate the amendments contemplated by Section 1.8(b) and any other non-substantive or administrative amendments to this Agreement as may be necessary or advisable in connection with the transition of the functions of NSPI as System Operator to the IESO as System Operator pursuant to the More Access to Energy Act. If the Parties are unable to agree on NSPI's proposed amendments within 120 days following the date that NSPI proposes amendments in accordance with this

Section 1.8(c), as applicable, the matter shall be determined by mandatory and binding arbitration, in accordance with the procedures set out in Section 14.1(b). However if the Seller fails to participate in such arbitration, the Seller acknowledges that it waives its right to participate in such arbitration, which shall nevertheless proceed, and the Seller shall be bound by the award of the arbitrator.

2 DEVELOPMENT OF THE FACILITY

2.1 Design and Construction of the Project

(a) The Seller shall perform, or cause to be performed, all activities necessary to complete the design, construction and commissioning of the Project at the Site using Good Utility Practice and in compliance with Laws and Regulations and all applicable provisions of the Agreement (including the Project Description) and so as to achieve Commercial Operation by the Scheduled Commercial Operation Date. Without limitation, the Seller shall ensure that the Project is designed and constructed to operate in accordance with the requirements of the Agreement from Commercial Operation until expiry of the Term and the Seller shall ensure that the design, construction and commissioning of the Project is performed by personnel, consultants, contractors and subcontractors that are experienced and properly qualified to perform their respective obligations in accordance with the requirements of the Agreement.

(b) Subject to the provisions of Section 4.1(c) and Section 4.1(e), the Seller shall not make or cause to be made a Project Amendment without the prior written consent of NSPI, which consent may not be unreasonably withheld, delayed, or conditioned, but which may be given subject to commercially reasonable conditions including the condition that any such Project Amendment be carried out using Good Utility Practice and in compliance with Laws and Regulations and all applicable provisions of the Agreement (including the requirements of this Agreement for the Facility to obtain Electricity Standard Approval). For greater certainty, NSPI shall not be obliged to provide any such consent if the Project Amendment could reasonably be expected to have a material adverse effect on the Energy Bid or the Nameplate Capacity (other than in accordance with Section 4.1(c) or Section 4.1(e)). In addition, NSPI shall not be obliged to provide any such consent in respect of a Project Amendment to the Site that would result in any inaccuracy or breach of the representations and warranties of the Seller set out in Section 7.1(m). NSPI may withhold its consent, in its sole and absolute discretion, to any requested amendment to any Commercial Terms (other than a Project Amendment). The Seller is responsible for NSPI's reasonable legal expenses incurred in reviewing the Seller's request for consent in relation to any Project Amendment or any request for consent to amend the Commercial Terms.

(c) The Seller agrees to obtain and maintain, or to cause to be obtained and maintained, all relevant Permits required in accordance with Laws and Regulations in connection with the design, development, construction, interconnection, and commissioning of the Project.

(d) The Seller agrees to arrange, at its expense, for the interconnection of the Facility in accordance with the terms of the Generator Interconnection Agreement and the Generator Interconnection Procedure.

(e) For the purposes of this Agreement, as between the Seller and NSPI, the Seller reserves all property rights and interests with respect to the Project and the Site, and the Seller shall be solely responsible for the development, design, construction, operation, maintenance, rehabilitation and modification of the Project. Except as otherwise expressly provided in this Agreement or by Laws and Regulations or by subsequent written agreement of the Parties, NSPI shall have no property rights or interests with respect to the Project or the Site or any authority to affect or control any such activities which are the responsibility of the Seller.

(f) The Seller shall prepare a plan demonstrating how it will satisfy all NERC Critical Infrastructure Protection standards pertaining to cyber security ("Cybersecurity Plan"). The Cybersecurity Plan shall be submitted to the IESO, with a copy to NSPI, no later than six months prior to the Scheduled Commercial Operation Date ("Cybersecurity Plan Submission Deadline"). Failure to submit this Cybersecurity Plan on or before the Cybersecurity Plan Submission Deadline shall be a Seller Event of Default under Section 10.1(n). The Facility shall not achieve Commercial Operation until the Seller has demonstrated in the Cybersecurity Plan to the IESO's satisfaction that the Facility complies with all the NERC Critical Infrastructure Protection cybersecurity standards.

2.2 Facility Interconnection

(a) By the earlier of (i) **[*Note to finalization: Insert date which is 374 Business Days after the Effective Date*]**; and (ii) the interconnection of the Facility to the System, the Seller shall execute and deliver the Generator Interconnection Agreement. Notwithstanding the foregoing, the time granted to the Seller for execution and delivery of the Generator Interconnection Agreement pursuant to clause (i) of this Section 2.2(a) shall be extended day for day for each day that the delivery of the Interconnection System Impact Study, the Interconnection Facilities Study, the Generator Interconnection Agreement or any other study, agreement or document, that is to be provided by the System Operator or NSPI as set out in, described or resulting from the Generator Interconnection Procedure, is delayed beyond the initial deadline for delivery thereof (without consideration of any extension granted to the System Operator) as set out in the Generator Interconnection Procedure; provided, in each case, that such delay did not occur due to, or was not attributable to, any acts or omissions of the Seller. For clarity, any extensions granted to the System Operator by the Generator Interconnection Procedure for the delivery of the Interconnection System Impact Study, the Interconnection Facilities Study, the Generator Interconnection Agreement or any other study, agreement or document, that is to be provided by the System Operator or NSPI as set out in, described or resulting from the Generator Interconnection Procedure, shall not limit the availability of the extension granted to the Seller in accordance with this Section 2.2(a). Notwithstanding anything to the contrary in this Agreement, to the extent that the Seller has received an extension pursuant to this Section 2.2(a), the Seller shall not be entitled to claim a further extension under Section 11 in respect of the same delay for which the extension was granted under this Section 2.2(a).

(b) Property in and all risk relating to the Energy generated and delivered to NSPI by the Seller pursuant to the Agreement will pass from the Seller to NSPI at the Delivery Point. The Seller shall be responsible for all costs (including any applicable taxes) and losses of transmission of such Energy up to the Delivery Point and NSPI shall be responsible for all costs (including any applicable taxes) and losses of transmission of such Energy from and beyond the Delivery Point.

2.3 Obtaining and Maintaining Electricity Standard Approval

(a) On or prior to Commercial Operation, the Seller shall obtain an Electricity Standard Approval for the Facility. NSPI shall provide the Seller, at the Seller's expense, assistance reasonably requested by the Seller in connection with obtaining such Electricity Standard Approval. The Seller shall maintain such Electricity Standard Approval in good standing from the date of its issuance throughout the remainder of the Term and, upon the request of NSPI from time to time, promptly provide verification to NSPI that such is the case. The Seller shall immediately notify NSPI in the event that such Electricity Standard Approval is no longer in good standing.

(b) If the application for Electricity Standard Approval of the Facility by the Seller is rejected or if the Seller fails to maintain Electricity Standard Approval of the Facility during the Term as required by Section 2.3(a) then the Seller shall be liable to NSPI, as liquidated damages on account of the Renewable Attribute Loss resulting from such failure, for an amount equal to the Renewable Attribute Loss Rate times the Daily Energy Bid for each day that such failure is continuing. Such liquidated damages shall be payable by the Seller upon the demand of NSPI, which demand shall include a calculation of such liquidated damages. Other than any right of NSPI to terminate the Agreement pursuant to Article 10, the right of NSPI to recover such liquidated damages (including accrued interest thereon), either by drawing upon or enforcing the Performance Security or seeking recourse against the Seller for payment thereof, shall be the sole and exclusive remedy of NSPI in respect of such Renewable Attribute Loss; provided that, for certainty, any recovery of such liquidated damages shall not be construed as: (i) relieving the Seller of its other obligations under the Agreement; or (ii) affecting any other rights and remedies of NSPI in respect of any other breach by the Seller of such obligations. If the provisions of this Section and the provisions of Sections 4.1(c), 4.1(d), or 4.1(e) apply during the same period then, during such period, NSPI shall be entitled to liquidated damages under this section or the others but not both.

2.4 Requirements for Commercial Operation

(a) Notwithstanding the definition of "Commercial Operation Date" in the Generator Interconnection Agreement, the Facility will be deemed to have achieved "**Commercial Operation**" for the purposes of this Agreement at the date indicated by the Seller in a notice to NSPI confirming that:

(i) The Minister of the Environment has released a decision approving the Project, pursuant to Part IV of the *Environment Act (Nova Scotia)* and the Seller has delivered evidence of the same to NSPI;

(ii) The Seller has completed the design, construction and commissioning of the Project in accordance with this Agreement and the Seller has delivered to NSPI a certificate of the Independent Engineer whereby the Independent Engineer certifies in writing that the Facility is complete in all material respects, that the Facility is available, and that the Facility has installed Generating Technology with a rated capacity equivalent to at least 90% of the Nameplate Capacity of the Facility;

(iii) The Facility has been interconnected to the System at the Delivery Point;

(iv) The Seller has provided NSPI the Performance Security as required by Article 6.

(v) The IESO has approved the Cybersecurity Plan; and

(vi) The Seller has submitted a Local Benefits Report prepared by an independent third party.

Within 10 Business Days after receiving such notice, NSPI shall notify the Seller in writing (1) that it confirms the date of Commercial Operation set out in the notice and that the notice and evidence required above is otherwise acceptable to NSPI, acting reasonably, or (2) that it contests the date of Commercial Operation set out in such notice or such notice or evidence is otherwise deficient, in which case, NSPI's notice shall also provide reasonable particulars in respect of the deficiencies of such documentation. If the Seller and NSPI, each acting reasonably and in good faith, cannot agree on the date of Commercial Operation or the sufficiency of the notice of Commercial Operation provided to NSPI under Section 2.4(a), either Party may refer the dispute for resolution pursuant to Article 14.

(b) No later than 60 days before the Facility is expected to interconnect to the System, the Seller shall deliver NSPI written notice indicating the expected date that the Facility will be interconnected with the System and the expected date that the Facility will achieve Commercial Operation.

2.5 Scheduled Date for Commercial Operation

(a) The Seller agrees to obtain Commercial Operation of the Facility by the Scheduled Commercial Operation Date; however, for greater certainty, if the Seller has failed to obtain Commercial Operation of the Facility by the Scheduled Commercial Operation Date, such failure will not be a Seller Event of Default unless and until there occurs a Seller Event of Default described in Section 10.1(j) or 10.1(k).

(b) Notwithstanding Section 9.1(b), if the Facility has not achieved Commercial Operation by the Scheduled Commercial Operation Date, NSPI shall have the right to extend the Term such that the Term will expire on the day before the 25th anniversary of the Commencement Date, by providing notice to the Seller no later than 12 months prior to the expiration of the Term.

(c) Notwithstanding Section 9.1(b), if the Facility has not achieved Commercial Operation by the Scheduled Commercial Operation Date, then the Seller has the option to extend the Term such that the Term will expire on the day before the 25th anniversary of the Commencement Date, exercisable upon delivering NSPI notice no later than 60 days after the Commencement Date (such extension being the "**Extension Period**").

(d) If Commercial Operation fails to occur by the Scheduled Commercial Operation Date then the Seller shall be liable to NSPI for liquidated damages in the amount of $150 multiplied by the number of megawatts of the Nameplate Capacity of the Facility for each calendar day that Commercial Operation is delayed beyond the Scheduled Commercial Operation Date. With respect to such liquidated damages:

(i) The maximum time period that liquidated damages shall be calculated and payable under this Section 2.5(d) shall be 365 days.

(ii) Such liquidated damages shall be payable by the Seller upon demand of NSPI, which demand shall include a calculation of such liquidated damages. NSPI shall be entitled to draw or otherwise rely upon or enforce the Performance Security and seek recourse against the Seller to recover such liquidated damages.

(iii) Other than any right of NSPI to terminate the Agreement pursuant to Article 10, the right of NSPI to recover such liquidated damages as described in this Section 2.5(d) (including accrued interest thereon) shall be the sole and exclusive remedy of NSPI in respect of such delay; provided that, for certainty, any recovery of such liquidated damages shall not be construed as: (i) relieving the Seller of its other obligations under the Agreement (including the obligation to complete the design, construction and commissioning of the Project and to obtain Electricity Standard Approval of the Facility); or (ii) affecting any other rights and remedies of NSPI in respect of any breach by the Seller of such other obligations.

2.6 NSPI Information During Design and Construction

By the fifteenth day of each quarter of the Fiscal Year following the Effective Date and continuing until Commercial Operation, the Seller shall provide NSPI with quarterly progress reports (each a "**Quarterly Report**") describing the status of efforts made by the Seller to meet the Scheduled Commercial Operation Date and the progress of the design and construction work. At NSPI's request, the Seller shall provide an opportunity for NSPI to meet with appropriate personnel of the Seller to discuss and assess the contents of any such Quarterly Report. Subject to Section 3.5(d) and upon reasonable prior notice to the Seller, the Seller shall provide NSPI rights to access the Site during the construction period for the purpose of verifying such Quarterly Report, which access will be at NSPI's own risk and expense and during normal business hours.

2.7 Local Benefits Shortfall

In the event that the Local Benefits expenditure as set out in the Local Benefits Report is less that the Local Benefits set out in the Proposal, then the Seller shall pay the difference between the Local Benefits amount set out in the Proposal and Local Benefits expenditure set out in the Local Benefits Report ("Local Benefits Shortfall") to NSPI no later than 20 Business Days after COD has occurred.

3 OPERATION OF THE PROJECT

3.1 Operation Covenants

(a) During the Interim Period and the Term, the Seller shall have, through ownership, leasehold interest, easement or right of way, all land tenure or land tenure agreements in respect of the Site which are required to carry out its obligations under the Agreement.

(b) Subject to the Seller's rights to divest the Facility and any restrictions thereon provided in the Agreement, during the Interim Period and the Term, the Seller shall own the Facility and shall ensure that the Facility is operated and maintained in a manner consistent with the Electricity Standard Approval, using Good Utility Practice, and in compliance with Laws and Regulations and the applicable provisions of the Agreement (including the Project Description). Without limitation, the Seller shall ensure that sufficient operating personnel are available and adequately experienced and qualified to operate the Project in accordance with the requirements of the Agreement.

(c) The Seller shall furnish, in a timely manner, information to Government Agencies and shall obtain and maintain in good standing any Permit required in accordance with Laws and Regulations to operate the Project and to perform or comply with its obligations under the Agreement.

(d) The Seller shall connect the Facility, or shall cause the Facility to connect, exclusively to the Delivery Point. Without limiting or modifying the provisions of the Generator Interconnection Agreement, the Seller shall be solely responsible for protecting the Facility from any damage caused by faults or disturbances of the System.

(e) Except for Incidental Service, (i) the Seller shall not permit the Facility to use any source for generation other than the Energy Source; and (ii) the Seller shall not permit the Facility to draw any Energy from the System directly.

(f) The Seller has sole responsibility for the decommissioning and rehabilitation of the Project to the standards required by Laws and Regulations and Good Utility Practice. The rights and obligations of the Seller pursuant to this Section 3.1(f) shall survive termination of this Agreement.

3.2 Insurance Covenants

(a) The Seller shall put in effect and maintain (or cause its contractors, where appropriate, to maintain), from the commencement of the construction of the Project to the expiry of the Term, at its own cost and expense, all the necessary and appropriate construction and operational insurance that a prudent Person in the business of developing and operating a project similar to the Project would maintain, including;

(i) Property insurance, including machinery/equipment breakdown insurance, which shall cover not less than full replacement cost for property owned by the Seller; and

(ii) At minimum $5,000,000 each occurrence and in the annual aggregate Commercial General Liability policy to cover bodily injury, personal injury, and property damage including loss of use thereof. Coverage shall specifically include at a minimum, but not limited to the following:

(A) Product & Completed operations and Personal Injury;

(B) Broad Form Property Damage;

(C) Contingent Employer's Liability;

(D) Cross Liability and Severability of Interest;

(E) Blanket Contractual Liability;

(F) Sudden & Accidental Pollution Liability; and

(G) NSPI shall be shown as Additional Insured on the Seller's Commercial General Liability policy.

(b) Any such insurance policies must:

(i) for any property insurance, contain a waiver of subrogation in favour of the NSPI Group;

(ii) not be subject to invalidation (as regards the interest of the NSPI Group), by reason of any breach or violation of any warranties, representations, declarations or conditions;

(iii) be at Seller's expense and be primary, non-contributing with, and not excess of, any other insurance available to the NSPI Group;

(iv) be with insurers licensed to operate in Nova Scotia;

(v) provide that insurers will endeavour to provide at least 30 days' prior notice to NSPI in the event of cancellation or material change that reduces or restricts the insurance; and

(vi) remain in full force and effect at all times from the commencement of the construction of the Project to the expiry of the Term.

(c) In the event of any insurable loss, Seller shall use the insurance proceeds of any insurance policy maintained by it pursuant to Section 3.2(a) to repair, rebuild, or restore the Project; provided if there is damage to, or destruction of, all or substantially all of the Project in the last 30 months of the Term, the Seller may elect to terminate the Agreement effective as of the date of such damage or destruction by giving written notice to NSPI not later than 30 days following such damage or destruction and by payment by the Seller to NSPI, as liquidated damages and not as a penalty, a sum equal to the Early Termination Payment.

(d) The Seller shall provide NSPI with a certificate of insurance from the insurer or broker on or prior to the commencement of the construction of the Project and annually thereafter to the expiry of the Term. NSPI's acceptance or approval of the certificate of insurance will not in any way limit or satisfy Seller's covenant to obtain and maintain insurance.

(e) The Seller shall submit a valid clearance letter of Workers' Compensation Act coverage to NSPI prior to the commencement of construction of the Project. In addition, the Seller shall, from time to time at the request of NSPI, provide additional Workers' Compensation Act clearance letters. The Seller shall pay when due, and shall ensure that each of its contractors and subcontractors pays when due, all amounts required to be paid by it and its contractors and subcontractors, from time to time from the commencement of construction of the Project, under the Workers' Compensation Act.

3.3 Reporting of Seller and Forecasting Facility Output

(a) NSPI shall cause a third-party vendor to provide meteorological forecasting services for the Facility. As of the Effective Date, NSPI will cause the third-party vendor that provides NSPI with meteorological forecasting service for existing wind generation facilities to add the Facility as a site covered by such meteorological forecasting services. Subject to any non-disclosure or non-dissemination restrictions imposed by any such third-party vendor, NSPI shall make available the meteorological forecast information specific to the Facility for the use of the Seller. The monthly service fee for the Facility will be the lesser of the actual fee charged to NSPI by such third-party vendor and allocated to the Facility, or $1,000 (adjusted annually for inflation based on the CPI). The third-party vendor's monthly service fee for the Facility, as actually billed to NSPI, plus NSPI's standard administrative fee in an amount not to exceed 19% of the monthly service fee, shall be to the Seller's account and credited to NSPI on any invoice issued pursuant to Section 5.3.

(b) The Seller shall:

(i) For each day of the Interim Period and the Term, provide to NSPI by 8:30 am Atlantic Prevailing Time of the previous day, an hourly forecast of (i) the number of generators at the Facility that will be available to produce Energy during each hour of such production day, and (ii) any deratings affecting any such generators, including the magnitude of any such deratings;

(ii) promptly update and report to NSPI any material changes to the information provided pursuant to Section 3.3(b)(i) upon the Seller becoming aware of any such change and without limiting the generality of the foregoing, provide to NSPI a mid-day and/or morning same day updated forecast with respect to any anticipated material variation from the previous forecast if the variation is attributable to sudden changes in Energy Source availability, including unexpected or unplanned outages, unforeseen or abrupt changes in weather, and other circumstances that may affect the System Operator's ability to provide reliable transmission service;

(iii) make available to NSPI electronic access on a real time basis to Facility-derived data such as wind speed and wind direction information affecting the operation of the Facility; and

(iv) comply with reasonable requirements and requests by NSPI for information in respect of the daily operation of the Facility.

(c) It is intended that the information provided to or obtained by NSPI pursuant to Section 3.3 is to be used by NSPI for the purpose of dispatch and operating the System in accordance with Good Utility Practice.

(d) In respect of each day for which the Seller fails to provide NSPI with any of the information and forecasts provided for by Section 3.3(b), the applicable rate to be paid for the Net Output in respect of all hours of such day shall be 75% of the applicable rate specified by Section 5.1.

3.4 Renewable Energy Credits

The Seller hereby assigns, unconditionally and absolutely, all of its right, title and interest in and to all of the Renewable Energy Credits attributable to all of the Energy purchased by NSPI from the Seller pursuant to the Agreement (including any Energy purchased during the Interim Period). The Renewable Energy Credits shall be assigned by the Seller free of any liens, encumbrances or adverse claims. The Seller shall, upon the request of NSPI from time to time and at NSPI's cost and expense, execute and deliver (or cause to be executed and delivered) all such further documents and instruments and do all acts and things as NSPI may reasonably require to better effect, evidence or perfect such assignment or to allow NSPI to otherwise deal with the Renewable Energy Credits (or if such assignment is not permitted, to hold such right, title and interest in trust for NSPI). Any expense incurred by the Seller (including reasonable legal expenses) pursuant to any such request of NSPI shall be for the account of NSPI and NSPI shall promptly reimburse the Seller for any such expenditure upon the Seller providing to NSPI evidence satisfactory to NSPI (acting reasonably) of the amount and purpose of the expenditure. NSPI will be solely responsible for any cost of verifying or registering any Renewable Energy Credits.

3.5 Records and Audit Rights

Each Party shall keep complete and accurate records and all other data required by either of them for the purpose of proper administration of this Agreement and which may be necessary to establish, substantiate or maintain any claim or title of NSPI to Renewable Energy Credits pursuant to Section 3.4. All such records shall be maintained as required by Laws and Regulations but for no less than seven years after the expiration or earlier termination of this Agreement. Each Party shall provide or cause to be provided to the other Party reasonable access (within normal business hours and with advance notice) on a confidential basis as provided for in Article 8 to the relevant and appropriate financial and operating records or data kept by it or on its behalf relating to the Agreement as reasonably required for the other Party to comply with its obligations to Government Agencies or to verify billings or information provided in accordance with the Agreement, or to otherwise verify compliance with the Agreement.

(a) Either Party may use its own employees for purposes of any such review of records provided that those employees are bound by the confidentiality requirements provided for in Article 8. Alternatively, and at the election of either Party, access shall be through the use of a mutually agreed upon third party auditor provided that the auditor is bound by the confidentiality requirements provided for in Article 8. Each Party shall pay the fees and expenses associated with use of its own third party auditor, as applicable.

(b) In addition to NSPI's rights pursuant to Section 2.6, NSPI shall have the right, from the Effective Date through to the end of the Term, upon two Business Days' advance notice and acting reasonably, to access the Site during normal business hours for the purpose of reading, inspecting, installing or maintaining revenue metering equipment, examining the Project or the construction thereof or for any other purpose related to performance of the respective obligations of the Parties under the Agreement. Such access shall not unreasonably interfere with the activities at the Site.

(c) While accessing the Site, all personnel of NSPI shall follow all Site safety rules and procedures which the Seller has previously communicated to NSPI.

(d) Without limiting Section 1.5, the inspection of the Site or the Facility or the exercise of any audit rights or the failure to inspect the Site or the Facility or to exercise audit rights by or on behalf of NSPI shall not relieve the Seller of any of its obligations to comply with the terms of this Agreement. No Seller Event of Default will be waived or deemed to have been waived by any inspection of the Site or the Facility or the exercise of any audit rights by or on behalf of NSPI. In no event will any inspection of the Site or the Facility or the exercise of any audit by or on behalf of NSPI hereunder be a representation that there has been or will be compliance with this Agreement and Laws and Regulations.

4 DELIVERY AND ACCEPTANCE OF ENERGY

4.1 Required Sale and Delivery of Energy

(a) Subject to, and in accordance with, the terms and conditions of the Agreement, the Seller shall sell and deliver to NSPI and NSPI shall purchase and take delivery at the Delivery Point, the entire Net Output of the Facility (including the entire Net Output during the Interim Period). The Net Output shall be sold and delivered by the Seller free of any liens, encumbrances or adverse claims.

(b) Recognizing that the availability of the Energy Source may vary and, consequently, the resulting Net Output may vary, the Seller hereby certifies that the Facility shall be designed and constructed so as to be capable of generating and delivering, throughout the Term, an average yearly Net Output not less than the Original Energy Bid and the Seller shall use Commercially Reasonable Efforts to operate, maintain and rehabilitate the Facility in a manner which meets the foregoing requirement.

(c) The Seller has the option to restate the Original Energy Bid to no less than 90% of the Original Energy Bid and no more than 100% of the Original Energy Bid (the "**Restated Energy Bid**"); provided that the Seller delivers notice to NSPI at any time prior to the date which is 30 days following the first day of the second Contract Year, together with a payment to NSPI equal to the Renewable Attribute Loss Rate times three times the Shortfall Energy, as liquidated damages resulting from such deficiency.

(d) If the Net Output of the Facility during any Contract Year (excluding the first Contract Year) is less than 80% of the Energy Bid, then the Seller shall be liable to NSPI, as liquidated damages resulting from such deficiency for (i) an amount equal to the Renewable Attribute Loss Rate times the Shortfall Energy, plus (ii) an amount equal to the Shortfall Energy times the difference between Annual Average Marginal Cost Rate for that Contract Year and the Energy Rate (if the Annual Average Marginal Cost Rate for that Contract Year is greater than the Energy Rate).

(e) In respect of the period commencing on the first day of the second Contract Year and ending on the last day of the fifth Contract Year, if the Net Output during any consecutive period of 36 months therein is less than an amount equal to 80% of three times the Original Energy Bid, then:

(i) the Seller has the option to restate the Original Energy Bid to no less than 80% and no more than 100% of the Original Energy Bid (the "**Seller Revised Energy Bid**"); provided that the Seller delivers notice to NSPI no later than 30 days following the first day of the Contract Year immediately following such 36 month period, together with a payment to NSPI equal to the Renewable Attribute Loss Rate times three times the Shortfall Energy, as liquidated damages resulting from such deficiency.

(ii) If the Seller does not exercise its option under Section 4.1(e)(i), then within 60 days of receipt of a request of NSPI, the Seller shall deliver a certificate by an Independent Engineer certifying in writing to the satisfaction of NSPI (acting reasonably): (i) that the Facility was designed and constructed to maintain an average yearly Net Output equal to the Original Energy Bid;

(ii) that the design and construction of the Facility was based upon adequate resource availability studies specific to the Site which were compiled and interpreted in accordance with Good Utility Practice; and (iii) that the deficient Net Output was attributable to recorded anomalies in the availability of the Energy Source which could not have been reasonably anticipated based upon such interpretation; failing which the generating capacity of the Facility will be deemed insufficient and will be restated to the average Net Output of the Facility over the 36 month period (the "**NSPI Revised Energy Bid**") and the Seller will be liable to NSPI, as liquidated damages in respect of such deficiency, for the Partial Termination Payment. The Partial Termination Payment shall be payable by the Seller upon the demand of NSPI, which demand shall include a calculation of such liquidated damages.

(f) If the Original Energy Bid is restated to the Restated Energy Bid, Seller Revised Energy Bid, or NSPI Revised Energy Bid, as applicable, the provisions of this Agreement relating to the Energy Bid shall apply in respect of the Restated Energy Bid, Seller Revised Energy Bid, or NSPI Revised Energy Bid, as applicable, mutatis mutandis.

(g) For the purposes of Sections 4.1(c), 4.1(d) and 4.1(e) (and, in the case of liquidated damages payable under Section 4.1(d), without prejudice to the rights of NSPI under Section 4.1(e)), the right of NSPI to recover such liquidated damages (including accrued interest thereon), either by drawing upon or enforcing the Performance Security or seeking recourse against the Seller for payment thereof, shall be the sole and exclusive remedy of NSPI in respect of such Renewable Attribute Loss and any incremental cost of replacement Energy; provided that, for certainty, any recovery of such liquidated damages shall not be construed as: (A) relieving the Seller of its other obligations under the Agreement or (B) affecting any other rights and remedies of NSPI in respect of any breach by the Seller of such obligations.

(h) With respect to Sections 4.1(c), 4.1(d), and 4.1(e), any deficiency in Net Output will be measured in accordance with Section 5.3 and such records and calculations shall, in the absence of manifest error, be conclusive for the purposes of determining whether there is any deficiency in Net Output.

4.2 Acceptance of Energy

(a) Subject to, and in accordance with, the terms and conditions of the Agreement, NSPI shall purchase and take the entire Net Output of the Facility (including the entire Net Output during the Interim Period), provided that NSPI may, on seven days prior written notice to the Seller, acting reasonably and in good faith, suspend such obligation for so long as the Facility is not operated, maintained or rehabilitated in a manner consistent with Good Utility Practice or in a manner which is compliant with the Generator Interconnection Agreement.

Subject to Section 4.2(b) and 4.3(c)(iv), the Seller's exclusive remedy for any failure of NSPI to take or purchase any Net Output in accordance with the Agreement (which Net Output in such case will be calculated based on the meter readings in accordance with Section 5.3(a) or Section 5.3(b), as applicable, or otherwise using reasonable assumptions, data and conversion factors) is a claim for the price that would have been payable by NSPI for such Net Output in accordance with Section 5.1(a) (and any interest on any such amount owing by NSPI to the Seller), provided that the foregoing is without duplication of Section 4.2(b) and 4.3(c)(iv) and does not affect any rights of the Seller under Section 14.2 or any right of the Seller to terminate the Agreement in accordance with the provisions of Article 10.

(b) NSPI agrees to compensate the Seller for foregone Expected Output resulting from curtailment in accordance with and on the terms and conditions set forth in Section 33 of Chapter 18 of the Electricity Act (or any successor or replacement provision of the Electricity Act from time to time) in effect on the Proposal Submission Deadline. The compensation for foregone Expected Output resulting from curtailment shall be made annually pursuant to Section 5.3

4.3 Automatic Generation Control

(a) The Seller shall cause the Facility to be equipped with Automatic Generation Control (AGC) equipment and software that is suitable and sufficient, in accordance with Good Utility Practice, to provide the System Operator with the ability to (i) adjust the level of power output delivered by the Facility to the System in real time, and (ii) meet the other requirements of this Section 4.3. Seller shall maintain the AGC equipment and supporting systems such that the full functionality of the AGC system is available to the System Operator throughout the Interim Period and the Term. NSPI shall be entitled to perform diagnostic analysis from time to time to ensure the accuracy and proper functioning of the Facility's AGC system (including telemetry functions) and its compliance with the provisions of this Section 4.3, and the Seller shall reasonably assist and cooperate with NSPI in its performance of such analyses.

(b) The Seller shall cause the Facility's AGC equipment to be configured such that:

(i) AGC signals will be sent from the NSPI Supervisory Control and Data Acquisition (SCADA)/Energy Management System (EMS) system to the Facility control system as real power setpoint controls;

(ii) the Facility control system will telemeter real power setpoint feedback and available Energy output to the NSPI SCADA/EMS; and

(iii) the Facility's AGC regulating range will be from a minimum of 5% of the Facility's Nameplate Capacity to 100% of the Facility's Nameplate Capacity with a ramp rate of at least 10% of the Facility's Nameplate Capacity per minute (subject, in the case of a Facility with an Energy Source of wind, adequate wind resource).

(c) The System Operator shall be entitled to reduce the Expected Output of the Facility utilizing the AGC functionality provided pursuant to this Section 4.3. The following provisions apply to the utilization of AGC in respect of the Facility:

(i) The Seller will be required to provide AGC when the optimized dispatch plan identifies the Facility as one of the resources to provide that service in the day-ahead planning process or when the System Operator identifies a reliability need in real-time to use the Facility for AGC purposes.

(ii) The System Operator shall utilize AGC within the technical limits and MW range specific to the AGC system incorporated into the Facility.

(iii) NSPI shall record the actual Net Output produced by the Facility during the period in which Expected Output is reduced by means of AGC and the amount of Expected Output reduced by means of AGC, and report this to the Seller and shall provide Seller with a report of the application of AGC and the amount of, and supporting calculations of, the amount of Expected Output reduced by means of AGC.

(iv) The Seller's exclusive compensation for any Expected Output reduced by means of AGC shall be any compensation made available in accordance with Section 4.2(b).

(d) If the System Operator intends or desires to utilize the Facility's AGC but is unable to do so due to the Seller having failed to maintain its AGC functionality in operable condition or due to any other breach of this Agreement by the Seller ("**AGC Default**"), then, notwithstanding Section 5.1 or any other provision of this Agreement, (i) the Seller shall not be entitled to payment for any Net Output delivered during the whole or partial hours in which the Facility would have been curtailed as evidenced by the AGC signal records of the System Operator, but for the AGC Default, and (ii) otherwise, the applicable rate to be paid for the Net Output delivered during the whole or partial hours in which the AGC Default existed shall be 50% of the applicable rate specified by Section 5.1.

5 PAYMENTS AND COSTS AND ANCILLARY SERVICES

5.1 Energy Payment

(a) Subject to, and in accordance with, the terms and conditions of the Agreement:

(i) for Net Output during the Interim Period or Extension Period, NSPI shall pay the Seller the lower of:

(A) 75% of the Incremental Energy Rate, and

(B) 75% of the Energy Rate; and

(ii) for Excess Energy during the Term, NSPI shall pay the Seller the lower of:

(A) 50% of the Incremental Energy Rate, and

(B) 50% of the Energy Rate; and

(iii) for Net Output during any period where the Seller is in breach of Section 2.3(b), NSPI shall pay the Seller the lower of:

(A) the Incremental Energy Rate, and

(B) the Energy Rate; and

(iv) from the Commencement Date, NSPI shall pay the Seller the Energy Rate for Net Output during the Term (other than as contemplated by Section 5.1(a)(i), 5.1(a)(ii), or 5.1(a)(iii)). If the Scheduled Commercial Operation

Date and Commencement Date occur before December 31, 2029, the Energy Rate shall be multiplied by 1.25 from the Commencement Date until December 31, 2030 (**"Early Completion Incentive"**). For greater clarity, the Early Completion Incentive shall not apply to any Excess Energy.

(b) Other than Excess Energy, which is calculated and billed annually, such amounts payable shall be billed monthly in arrears in accordance with the provisions of Section 5.3. [Note to Finalization: Any curtailment payment will be delayed [●] months after the month in which the compensable curtailment occurred. NSPI is currently working with the System Operator on determining the amount of time needed to undertake the administrative process to pay compensation for curtailment]

5.2 Ancillary Services

If NSPI or the System Operator requests or directs the Seller to provide Ancillary Services (other than those Ancillary Services required to be provided by the Facility pursuant to the terms of this Agreement, or by the provisions of the Generator Interconnection Agreement, Transmission System Interconnection Requirements or Generator Interconnection Procedures, in each case, in effect as of the Effective Date, or as a requirement of Laws and Regulations in effect as of the Effective Date), then NSPI and the Seller shall negotiate in good faith to reach agreement as to the terms and conditions that shall govern such transactions (including any obligations and payments relating thereto). In the event of a dispute or if the Parties fail to reach agreement on the amendments described in this Section 5.2, the matter shall be determined in accordance with the dispute resolution procedures set out in Article 14. To the extent the Seller is required to provide Ancillary Services by the provisions of one or more of the foregoing documents or instruments, the provisions of the applicable document or instrument shall govern the provision of Ancillary Services by the Seller. For clarity, unless such document or instrument expressly provides that Seller is to be paid for the provision of Ancillary Services, no additional payment will be made by NSPI beyond the payments provided for by Section 5.1(a).

5.3 Billing, Meter Reading and Payment

(a) The amount of Energy delivered by the Seller to the Delivery Point will be determined by NSPI through revenue class metering installed or approved by NSPI, with adjustment for Energy losses between the Meter Location and the Delivery Point. NSPI shall read the meters on a monthly basis for determination of the Energy purchased from the Seller during that month and shall issue an invoice to the Seller within 15 Business Days of obtaining meter information for that month and NSPI shall pay the amount of such invoice within 30 days thereafter. In the event that NSPI is late reading the meters for any month then such 30 day period will be reduced by the number of days of that delay. The Seller and NSPI shall have access to meters for reading and verification purposes.

(b) In the event of any failure of the metering equipment which prevents a determination pursuant to Section 5.3(a), NSPI and the Seller agree to accept a reasonable estimate of the Net Output during the period of such failure, which is based on other recognized metering or measurement equipment at the Facility.

(c) Each invoice shall be subject to adjustment for errors in arithmetic, computation or other errors or omissions raised by a Party during the period of one year following the end of the calendar year in which such invoice was issued. If no complaints are raised, then such invoice will be subject to no further adjustment. If a complaint is raised, including in respect of the calculation or determination of the Net Output or Expected Output set out on any invoice, that the Seller and NSPI, each acting reasonably and in good faith, have not resolved, either Party may refer the dispute for resolution pursuant to Article 14.

(d) Subject to Sections 5.3(c), 5.4, and 14.2, in the event that a meter reading error has occurred or if there was an error or omission on the invoice, the Party benefiting from such error or omission shall account to the other Party for the amount which is in error.

5.4 Metering

All Facility revenue class metering equipment shall be routinely tested by NSPI. At any time, either Party may request a test of the accuracy of the metering equipment at its own expense. The results of meter calibrations or tests shall be available for examination by the Parties upon reasonable request. If at any time, any meter equipment is found to be outside of the accuracy requirements for revenue class meters as per NSP-DOC-026 of the "NSPI Metering Quality Assurance Program" in which Measurement Canada's error limits are identified, NSPI shall cause such metering equipment to be made accurate or replaced as soon as possible. If the meter is found to be accurate within 2%, no financial adjustment will be required. Each Party shall be given reasonable opportunity to be represented in person at any time that a meter is sealed or unsealed for whatever reason from time to time (reasonable notice shall be provided by the initiating Party to the other Party for this purpose) and shall comply with any reasonable request of the other concerning the sealing of meters and other matters affecting the accuracy of the measurement of Energy delivered. If either Party believes that a meter is operating inaccurately, it shall immediately notify the other Party. In the event that a meter's accuracy, by testing, is found to be subject to variances of greater than 2%, a financial adjustment will be made to compensate for any excess variance over the 2% limit for a period not to exceed 90 days.

5.5 Premiums and Incentives

The rates payable by NSPI for the purchase of Energy are set forth in this Agreement and, without limitation:

(a) the Seller shall not be entitled to any remuneration which NSPI receives from any of its customers on the re-sale of such Energy,

(b) NSPI shall be entitled to the full benefit of all premiums and incentives associated with any such re-sale,

(c) the Seller shall not be entitled to any additional compensation for the assignment to NSPI of the Renewable Energy Credits pursuant to Section 3.4, and

(d) NSPI shall be entitled to any Renewable Energy Credits.

6 PERFORMANCE SECURITY

6.1 Performance Security

(a) The Seller shall maintain Performance Security throughout the Term as follows:

(i) The Seller shall be obligated to provide to and maintain with NSPI Performance Security in the amount of the Pre-COD Amount prior to Commercial Operation and Post-COD Amount from the date of Commercial Operation until the end of the Term; and

(b) Within 20 Business Days of a request by Seller, NSPI shall return the Performance Security to the Seller in the following circumstances:

(i) NSPI shall return the Pre-COD Amount after Commercial Operation, provided that the Seller has provided Performance Security in the amount of the Post-COD Amount and provided that any liquidated damages payable by the Seller under Section 2.5(d) have been paid by Seller; and

(ii) NSPI shall return or release all Performance Security then held by NSPI after the end of the Term or after early termination of the Agreement in accordance with the provisions of the Agreement, provided all obligations and liabilities of the Seller which have accrued up to such time, as well as those which have arisen upon early termination of the Agreement, have been discharged.

(c) The Performance Security shall be in the form of either:

(i) a Letter of Credit or such other credit support from a Person which is in the form and/or issued by a Person that is acceptable to NSPI acting reasonably. In respect of a Letter of Credit, the Seller shall (A) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit; and (B) if the financial institution that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide replacement Performance Security at least 15 Business Days prior to the expiration of the outstanding Letter of Credit; or

(ii) in respect of the Post-COD Amount, a Guarantee from an Eligible Guarantor. If the Guarantor that provided a Guarantee no longer qualifies as an Eligible Guarantor, the Seller shall substitute such original Guarantee with a replacement guarantee in an amount equivalent to the amount of such original Guarantee from an Eligible Guarantor in the form of the Guarantee or may provide a Letter of Credit or such other credit support from a Person which is in the form and/or issued by a Person that is acceptable to NSPI acting reasonably, in the full amount of Performance Security required under this Agreement no later than 5 Business Days thereafter. Upon delivery of the replacement Guarantee or a Letter of Credit or such other credit support in compliance with the Performance Security requirements of this Article 6, NSPI shall return the original Guarantee to the original Guarantor within five Business Days after such delivery. The Seller may substitute a Guarantee with a replacement guarantee in the form of the Guarantee from any other Person that qualifies as an Eligible Guarantor for an amount equivalent to the amount of the original Guarantee, upon consent of NSPI, which consent is not to be unreasonably withheld.

(d) Within 20 Business Days of a request by Seller, NSPI shall return or release all or any part of the Performance Security held by NSPI provided the Seller has delivered replacement Performance Security as contemplated in this Agreement for the Performance Security to be returned or released and such replacement Performance Security, together with any Performance Security not being returned or released, meets all the applicable requirements of this Article 6 and there is no Performance Security Default in respect of any Performance Security not being returned or released.

(e) The Performance Security secures the obligations of the Seller under the Agreement and, in the event of any breach by the Seller of such obligations, the Performance Security may be drawn upon or otherwise enforced as provided herein without prejudice to any other rights or remedies of NSPI in respect of such breach or any other breach of such obligations.

(f) NSPI shall be entitled to draw upon or otherwise enforce the Performance Security in the event of any Performance Security Default and to hold any proceeds of such enforcement as Performance Security in lieu of the Performance Security which has been enforced, until the Seller provides replacement Performance Security as provided in Section 6.1(h).

(g) If there is a Performance Security Default, then NSPI shall be entitled to withhold payment of any amount owing by NSPI to the Seller under the Agreement as Performance Security in lieu of the Performance Security in respect of which there is a Performance Security Default until the Seller provides replacement Performance Security as provided in Section 6.1(h).

(h) If NSPI draws upon or otherwise enforces the Performance Security as permitted hereunder, then the Seller shall provide additional or replacement Performance Security which is sufficient to restore the Performance Security to an amount equal to: (i) the Pre-COD Amount or, following Commercial Operation, the Post-COD Amount;

(i)

7 REPRESENTATIONS

7.1 Representations and Warranties of Seller

The Seller represents and warrants to NSPI as follows, and acknowledges that NSPI is relying on such representations and warranties in entering into the Agreement:

(a) The Seller is a ● under the laws of ● and is registered or otherwise qualified to carry out business in the Province of Nova Scotia or will be registered or otherwise qualified to carry out business in the Province of Nova Scotia as required by applicable Laws and Regulations.

(b) The Seller has the requisite power, authority and capacity to enter into the

Agreement and to carry out its obligations under the Agreement.

(c) The Agreement has been duly authorized, executed, and delivered by it and, assuming the due execution and delivery by NSPI, the Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, except as such enforcement may be limited by Insolvency Legislation or other Laws and Regulations affecting the rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(d) The execution and delivery of the Agreement by it and the consummation of the transactions contemplated hereby will not result in the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the termination, cancellation or acceleration of, its material obligations under:

(i) any contract or obligation to which the Seller is a party or by which it or its assets may be bound, except for such defaults or conflicts to which requisite waivers or consents have been obtained;

(ii) the articles, by-laws, or other constating documents or resolutions of the directors, partners or shareholders of the Seller;

(iii) any judgment, decree, order or award of any Government Agency or arbitrator;

(iv) any Permit held by the Seller; or

(v) any Laws and Regulations.

(e) It is not subject to an Event of Insolvency.

(f) As of the date hereof, there are no actions, suits, proceedings, judgments, rulings or orders by or before any Government Agency or arbitrator, or, to its knowledge, threatened against it, that could have a material adverse effect on its ability to perform its obligations under the Agreement.

(g) As of the date hereof, all requirements for the Seller to make any declaration, filing or registration with, give any notice to, or to obtain any licence, permit, certificate, registration, authorization, consent or approval of, any Government Agency as a condition to entering into the Agreement have been satisfied.

(h) The information provided in the Commercial Terms is complete and accurate and all statements, specifications, data, confirmations and information that have been set out in the Project Description are complete and accurate in all material respects.

(i) The Seller has no reason to believe, acting reasonably, that the Facility cannot achieve Commercial Operation by the Scheduled Commercial Operation Date.

(j) The Seller is in compliance with all Laws and Regulations, other than acts of non-compliance which, individually or in the aggregate, would not have a materially adverse effect on the ability of the Seller to perform its obligations under this Agreement.

(k) The Seller is an "independent power producer" as that term is defined in the Renewable Electricity Regulations.

(l) A "public utility" as that term is defined in the Electricity Act is not the legal or beneficial owner, whether directly or indirectly, of more than 49% of all or any part of the Project and/or is not otherwise entitled to more than 49% of revenues of the Seller or deriving from the Project (whether by contract or as fees, interest, distributions, security or otherwise).

(m) The Project is located at the Site, the Delivery Point is proximate to the Site, and the Project and the Delivery Point are within the Province of Nova Scotia. No part of the Generating Facility is or will be located on Ineligible Land. No part of the Interconnection Facilities is or will be located on Protected Land.

(n) Except as disclosed to NSPI in writing, all material statements, specifications, data, confirmations and information that have been set out in the Proposal are complete and accurate in all material respects and are hereby restated and reaffirmed by the Seller as representations made to NSPI hereunder and there is no material information omitted from the Proposal which makes the information in the Proposal misleading or inaccurate.

(o) The Seller is the legal and beneficial owner of the Renewable Energy Credits, if any, free and clear of all liens, encumbrances and adverse claims.

(p) The Seller has procured, or will have procured prior to commencement of construction of the Project, either through ownership, leasehold interest, option, easement or right of way, all land tenure or land tenure agreements in respect of the Site which are required to carry out its obligations under the Agreement.

(q) The Seller is not a non-resident of Canada for the purposes of the Income *Tax Act* (Canada).

(r) The Project is a "renewable low-impact generation facility" as that term is defined in the Renewable Electricity Regulations with an Energy Source of ●.

(s) The statements and information contained in the Proposal in respect of the Facility are true and correct in all material respects, except to the extent consented to by NSPI in a Project Amendment or to the extent alteration of the Facility is otherwise permitted hereunder, and the statements and information contained in the Proposal in respect of the Seller were true and correct in all material respects as of the Proposal Submission Date.

(t) The Energy Rate was determined, as of the Proposal Submission Deadline, to include the cost of any customs duties, Tariffs or similar charges in effect on the Proposal Submission Deadline and applicable to the Capital Cost. Any adjustments to the Energy Rate in respect of any customs duties, Tariffs or similar charges shall be dealt with exclusively in accordance with Sections 16.9 and 16.10.

The representations and warranties contained in this Section 7.1 shall survive execution of this Agreement and the Seller covenants and agrees to ensure that each representation and warranty contained in this Section 7.1 remains true throughout the Term of the Agreement.

7.2 Representations and Warranties of NSPI

NSPI represents and warrants to the Seller, and acknowledges that the Seller is relying on such representations and warranties in entering into the Agreement:

(a) NSPI is a corporation formed under the laws of Nova Scotia and has the requisite power, authority and capacity to enter into the Agreement and to carry out its obligations under the Agreement.

(b) The Agreement has been duly authorized, executed, and delivered by it and, assuming the due execution and delivery by the Seller, the Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, except as such enforcement may be limited by Insolvency Legislation or other Laws and Regulations affecting the rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(c) The execution and delivery of the Agreement by it and the consummation of the transactions contemplated hereby will not result in the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the termination, cancellation or acceleration of, its material obligations under:

(i) any contract or obligation to which NSPI is a party or by which it or its assets may be bound, except for such defaults of conflicts to which requisite waivers or consents have been obtained;

(ii) the articles, by-laws, or other constating documents or resolutions of the directors or shareholders of NSPI;

(iii) any judgment, decree, order or award of any Government Agency or arbitrator;

(iv) any Permit held by NSPI; or

(v) any Laws and Regulations.

(d) It is not subject to an Event of Insolvency.

(e) As of the date hereof, there are no actions, suits, proceedings, judgments, rulings or orders by or before any Government Agency or arbitrator, or, to its knowledge, threatened against it, that could have a material adverse effect on its ability to perform its obligations under the Agreement.

(f) As of the date hereof, all requirements for NSPI to make any declaration, filing or registration with, give any notice to, or to obtain any licence, permit, certificate, registration, authorization, consent or approval of, any Government Agency as a condition to entering into the Agreement have been satisfied.

(g) NSPI is in compliance with all Laws and Regulations, other than acts of non-compliance which, individually or in the aggregate, would not have a materially adverse effect on the ability of NSPI to perform its obligations under this Agreement.

The representations and warranties contained in this Section 7.2 shall survive execution of this Agreement and NSPI covenants and agrees to ensure that each representation and warranty contained in this Section 7.2 remains true throughout the Term of the Agreement.

8 CONFIDENTIALITY

8.1 Confidentiality

(a) Any and all information and knowledge relating to the Project (excluding the name of the Project, the Site, the Energy Source, and the Nameplate Capacity of the Facility), the Energy generated therefrom, the ownership or use of the Project, forecasting data relating to the Project and the monthly service fee for forecasting under Section 3.3(a), and any and all information emanating from the other Party's business in any form that a Party may acquire under the terms of the Agreement, or by virtue of the relationship between the Parties created by the Agreement (collectively, "**Confidential Information**"), shall be considered confidential and, except as permitted elsewhere in this Article 8, shall not be used, revealed or divulged to any other Person, or published in any manner whatsoever, without first obtaining the written consent of the other Party.

(b) Notwithstanding the provisions of Section 8.1(a), a Party may reveal or divulge Confidential Information:

(i) that is already in the public domain when disclosed to a Party or becomes, after having been disclosed to a Party, generally available to the public through publication or otherwise unless the publication or other disclosure was made directly or indirectly by a Party in breach of this Agreement;

(ii) to its Affiliates and to its and their officers, directors, employees, agents or other representatives who need to know Confidential Information for the purposes of this Agreement and provided they have agreed in writing to maintain such Confidential Information in confidence;

(iii) as required by applicable Laws and Regulations, including as required by the IESO, the Board, the orders or directions of courts or tribunals having jurisdiction or stock exchange or clearing house requirements, provided that, subject to applicable Laws and Regulations, where circumstances permit, prior to any disclosure, the other Party shall be notified of any such proposed divulgence and the divulging Party shall at the other Party's request, take reasonable steps to allow the other Party to contest the requirement for disclosure or to obtain an order or ruling to preserve the confidentiality of such Confidential Information;

(iv) as necessary in connection with any dispute resolution commenced pursuant to this Agreement, any litigation commenced in respect of this Agreement, or any enforcement of any security granted pursuant to any Project Lender's Security Agreement, subject to such confidentiality protection as is appropriate and available in the circumstances;

(v) in confidence, and only to the extent necessary:

(A) to any consultants, contractors, lenders, financial institutions or advisors of such Party, Project Lenders or any potential investors in the Seller or the Project; or

(B) on prior notice to the Seller, to third parties to enable NSPI to obtain or realize the full benefit of the Renewable Energy Credits, including sales of same to third parties; or

(C) for the purposes of Section 3.5(b), to a third-party auditor;

provided that in each case such third party has been informed of the Party's confidentiality obligations hereunder and such third party (other than legal advisors) has completed and executed a confidentiality undertaking in the form attached as Exhibit "B". In addition, the Parties acknowledge that certain information (including Confidential Information) relating to the Project may be disclosed by the Procurement Administrator to the public or otherwise in accordance with the provisions of the Request for Proposal.

(c) Each Party acknowledges that breach of any provisions of this Article 8 may cause irreparable harm to the other Party or to any third party to whom a Party owes a duty of confidence and that the injury may be difficult to calculate and is inadequately compensable in damages. The Parties agree that they are entitled to obtain injunctive relief (without proving any damage sustained by it or by any third party) or any remedy against any actual or potential breach of the provisions of this Article 8.

(d) The confidentiality obligations of the Parties under this Article 8 shall not extend beyond that date which is the fifth anniversary of the end of the Term or the Early Termination Date; however, this provision shall not affect any rights of either Party in respect of any breach by the other Party of its obligations under this Article 8 which arises prior thereto.

9 TERM

9.1 Term

(a) The Agreement shall become effective upon the Effective Date.

(b) Without prejudice to the provisions of the Agreement which pertain to that period prior to the commencement of the Term, the Term shall commence on the Commencement Date and expire on the day before the 25th anniversary of the Commencement Date, provided however that if the Facility has not achieved Commercial Operation by the Scheduled Commercial Operation Date (other than by reason of a Force Majeure Event pursuant to Section 11.2(c) or if NSPI or the Seller has elected to extend the Term in accordance with Section 2.5(b) or Section

2.5(c) respectively), the Term shall nevertheless expire on the day before the 25th anniversary of the Scheduled Commercial Operation Date.

(c) NSPI may elect, by giving written notice to the Seller at least 18 months prior to the end of the Term, for the Parties to negotiate, on a non-exclusive basis (unless the Parties agree otherwise) and in good faith, the terms of a new power purchase agreement in respect of Energy generated by the Facility which negotiations shall commence no earlier than the date which is 18 months before the end of the Term and shall end no later than the date which is 12 months before the end of the Term. For greater clarity, if NSPI does not exercise such election or if the Parties are unable to agree on the terms of a new power purchase agreement prior to the last 12 months of the Term, then the Seller shall be at liberty to contract for the sale of Energy from the Facility to another Person.

10 DEFAULT AND TERMINATION

10.1 Seller Events of Default

Each of the following will constitute an event of default by the Seller ("**Seller Event of Default**"):

(a) The Seller fails to make any payment owing to NSPI under this Agreement when due (other than a payment which is subject to a bona fide dispute pursuant to the provisions of Article 14) and such failure or default is not remedied within 10 Business Days after written notice of such failure or default from NSPI.

(b) There is a Performance Security Default and the failure or default is not remedied within 10 Business Days after written notice of such failure or default from NSPI.

(c) An Event of Insolvency occurs with respect to the Seller.

(d) A Dissolution Event occurs with respect to the Seller unless there has been a permitted and valid assignment of the entire interest of the Seller in the Agreement (along with the Project) pursuant to Section 16.2.

(e) The Seller breaches the provisions of Section 16.2, Section 16.3 or Section 16.4.

(f) The Seller breaches the provisions of Section 2.1(b) (unless, in the case of a Project Amendment that is a change to the Site or Nameplate Capacity the Seller has fully retracted and reversed such Project Amendment not later than ten (10) days after such Project Modification is made or caused to be made).

(g) The Generator Interconnection Agreement is terminated in accordance with its terms other than for a default of NSPI thereunder.

(h) The Seller ceases Energy production at the Facility for a continuous period of 30 days due to an event other than (i) a Force Majeure Event, or (ii) an interruption or curtailment caused by NSPI or the System Operator, and the Seller does not, within such 30 day period, demonstrate to the satisfaction of NSPI, acting reasonably and having regard to the nature of the event giving rise to the cessation of Energy production, that the Seller is using Commercially Reasonable Efforts to restore the Facility to commercial operation, and following such 30 day period, that it is continuing to use Commercially Reasonable Efforts to restore the Facility to commercial operation.

(i) Either of the representations provided by the Seller under Section 7.1(k) or Section 7.1(l) is or becomes untrue at any time during the Term.

(j) The Seller is in breach of any of its representations, warranties or obligations (other than a Seller Event of Default set forth above in Sections 10.1(a) through 10.1(i), inclusive), which breach has, or could reasonably be expected to have, a material adverse effect on the rights and interests of NSPI under the Agreement or a material adverse effect on the ability of the Seller to perform its obligations under the Agreement, and the breach is not remedied within 30 days after written notice of such breach from NSPI or, if the breach cannot be remedied within such 30 day period, the Seller fails to demonstrate to the satisfaction of NSPI, acting reasonably, that the Seller is diligently and expeditiously taking steps to remedy the breach and, in any event, if the breach has not been remedied within 90 days after such notice from NSPI.

(k) Commercial Operation has not occurred on or before the Scheduled Commercial Operation Date, other than by reason of an occurrence of a Force Majeure Event, unless the Seller has paid, or has arranged to pay within 10 Business Days after written notice of such breach from NSPI, liquidated damages pursuant to Section 2.5(d) and the full amount of the Pre-COD Amount is being held by NSPI in accordance with Article 6.

(l) Commercial Operation has not occurred on or before the date which is 12 months after the Scheduled Commercial Operation Date (other than by reason of an occurrence of a Force Majeure Event).

(m) The Seller fails to obtain or maintain Electricity Standard Approval of the Facility during any period of the Term in accordance with the terms of this Agreement and such failure or default is not remedied within 90 Business Days, or if the breach cannot be remedied within such 90 day period, the Seller fails to demonstrate to the reasonable satisfaction of NSPI that the Seller is diligently and expeditiously taking steps to remedy the breach.

(n) The Seller has failed to submit the Cybersecurity Plan to NSPI on or before the Cybersecurity Plan Submission Deadline.

10.2 Remedies of NSPI

(a) If a Seller Event of Default occurs, other than a Seller Event of Default under Sections 10.1(c), 10.1(d), or 10.1(l), and has not been remedied or cured within the time, if any, allowed pursuant to this Agreement and is continuing after such time, NSPI may, subject to Section 12.2(b), terminate the Agreement upon five days advance notice to the Seller. Such notice shall be given no later than 60 days after the discovery of the Seller Event of Default.

(b) If a Seller Event of Default occurs under Section 10.1(c) or Section 10.1(l), NSPI may, subject to Section 12.2(a), terminate this Agreement upon notice to the Seller within 15 days after the discovery of such Seller Event of Default, in which case the Agreement shall be deemed terminated effective immediately before the occurrence of such Seller Event of Default and the obligations of NSPI under the Agreement shall be deemed suspended after the Early Termination Date. Upon the occurrence of a Seller Event of Default under Section 10.1(d), the Agreement shall automatically terminate effective immediately before the occurrence of such Seller Event of Default and the obligations of NSPI under the Agreement shall be deemed suspended after the Early Termination Date.

(c) If the Agreement is terminated pursuant to Section 10.2(a) or Section 10.2(b), NSPI shall be entitled to any amounts then owing to NSPI under this Agreement, plus the Early Termination Payment, as liquidated damages and not as a penalty.

(d) If a Seller Event of Default occurs and has not been remedied or cured within the time allowed pursuant to this Agreement and is continuing after such time, NSPI may:

(i) set off any payments due to the Seller against any amounts payable by the Seller to NSPI pursuant to this Agreement;

(ii) draw upon or otherwise enforce the Performance Security and, if NSPI has not exercised its rights of termination, require the Seller to provide additional or replacement Performance Security in accordance with Section 6.1(h); and/or

(iii) suspend its obligations under the Agreement, including the suspension of any further payments to the Seller under this Agreement and any other obligation which is not otherwise suspended pursuant to Section 10.2(b).

10.3 NSPI Events of Default

Each of the following will constitute an event of default by NSPI ("**NSPI Event of Default**"):

(a) NSPI fails to make any payment when due, other than a payment which is subject to a bona fide dispute pursuant to the provisions of Article 14, and the failure is not remedied within 10 Business Days after written notice of such failure from the Seller.

(b) An Event of Insolvency occurs with respect to NSPI.

(c) A Dissolution Event occurs with respect to NSPI unless there has been a permitted and valid assignment of the entire interest of NSPI in the Agreement pursuant to Section 16.2.

(d) NSPI is in breach of any of its representations, warranties or obligations, other than a NSPI Event of Default set forth above in Sections 10.3(a) through 10.3(c) inclusive, which breach has, or could reasonably be expected to have, a material adverse effect on the rights and interests of the Seller under the Agreement or a material adverse effect on the ability of NSPI to perform its obligations under this

Agreement, and the breach is not remedied within 30 days after written notice of such breach from the Seller or, if the breach cannot be remedied within such 30 day period, NSPI fails to demonstrate to the satisfaction of the Seller, acting reasonably, that NSPI is diligently and expeditiously taking steps to remedy the breach and, in any event, if the breach has not been remedied within 90 days after such notice from the Seller.

(e) NSPI breaches the provisions of Section 16.2.

10.4 Remedies of the Seller

(a) If a NSPI Event of Default occurs, other than a NSPI Event of Default under Sections 10.3(b) and 10.3(c), and has not been remedied or cured within the time allowed pursuant to this Agreement and is continuing after such time, the Seller may terminate the Agreement upon five days advance notice to NSPI. Such notice of termination shall be given no later than 60 days after the discovery of the NSPI Event of Default.

(b) If a NSPI Event of Default occurs under Section 10.3(b), the Seller may terminate the Agreement upon notice to NSPI within 15 days after the discovery of such NSPI Event of Default, in which case the Agreement shall be deemed terminated effective immediately before the occurrence of such NSPI Event of Default and the obligations of the Seller under the Agreement shall be deemed suspended after the Early Termination Date. Upon the occurrence of a NSPI Event of Default under Section 10.3(c), the Agreement shall automatically terminate effective immediately before the occurrence of such NSPI Event of Default and the obligations of the Seller under the Agreement shall be deemed suspended after the Early Termination Date.

(c) If a NSPI Event of Default occurs and has not been remedied or cured within the time allowed pursuant to this Agreement and is continuing after such time, the Seller may set off any payments due to NSPI against any amounts payable by NSPI to the Seller and suspend the performance of its obligations under the Agreement including any obligation which is not otherwise suspended pursuant to Section 10.4(b).

(d) The Seller shall be entitled to any payment owing to the Seller under this Agreement up to the Early Termination Date and shall be entitled to claim, without duplication of any involved amounts, the Seller's Termination Costs and the Seller Claimable Amount upon the termination of this Agreement pursuant to this Section 10.4.

(e) For the purposes of calculating the Seller Claimable Amount:

(i) if, at such time, three Contract Years have not expired, the Independent Engineer will provide an estimate of Expected Output for the Facility over a three-year period (which estimate, for greater certainty, will be based on past Net Output for the Facility, excluding any deficiency in Net Output due to any event or circumstance in which the Seller has exercised its rights under this Article 10, as well as operating and meteorological data of and forecasts for the Facility). If the estimated average Expected Output for such three-year period is less than the Energy Bid, then the Energy Bid shall be reduced to such average for the purpose of determining Contract Energy; or

(ii) if, at such time, three or more Contract Years have expired and the average Net Output for those Contract Years is less than the Energy Bid, excluding any deficiency in Net Output due to any event or circumstance in which the Seller has exercised its rights under this Article 10, then the Energy Bid shall be reduced to such average for the purpose of determining Contract Energy.

(f) If, within 15 Business Days of presentation of the Seller's Termination Costs and/or Seller Claimable Amount to NSPI, NSPI notifies the Seller that it is disputing such amount or NSPI fails to notify the Seller of its acceptance of such amount, in which case the Seller's Termination Costs and/or Seller Claimable Amount, as applicable, shall be deemed in dispute, then either Party may refer the dispute for resolution pursuant to Article 14. During such period, the Seller shall promptly provide such information relative to the determination of the Seller's Termination Costs and/or Seller Claimable Amount, as applicable, as NSPI may reasonably require. If NSPI notifies the Seller of its acceptance of the Seller's Termination Costs and/or Seller Claimable Amount, or the Parties agree to another amount then, within 10 Business Days of such notice or agreement, or upon other resolution of any dispute under this Section 10.4(f), NSPI shall pay to the Seller the Seller's Termination Costs and/or Seller Claimable Amount, as applicable, or such other amount, as the case may be, together with interest at the Prime Rate from and including the Early Termination Date until and including the date of payment.

(g) Notwithstanding anything to the contrary, but without prejudice to Section 16.8(b) or to the Seller's rights under Section 10.4(d), upon termination of the Agreement pursuant to this Section 10.4, NSPI shall only be responsible for payment of amounts accruing to the Seller under the Agreement up to the Early Termination Date (including, for clarity, those amounts set out in Section 10.4(d), as applicable).

10.5 NSPI's Termination Payment(s)

(a) If NSPI terminates the Agreement pursuant to Section 10.2 or if the Seller elects to terminate this Agreement pursuant to Section 3.2(c), NSPI shall, in good faith and having regard to any mitigative measures available to it, determine NSPI's Termination Costs and calculate its Early Termination Payment.

(b) NSPI shall give to the Seller the amount of the Early Termination Payment, together with a statement showing the determination of the amount thereof. If, within 15 Business Days of presentation of the Early Termination Payment to the Seller, the Seller notifies NSPI that it is disputing the Early Termination Payment or the Seller fails to notify NSPI of its acceptance of the Early Termination Payment (in which case the Early Termination Payment shall be deemed in dispute), then either Party may refer the dispute for resolution pursuant to Article 14. During such period, NSPI shall promptly provide such information relative to the determination of the Early Termination Payment as the Seller may reasonably require. If the Seller notifies NSPI of its acceptance of the Early Termination Payment or the Parties agree to another amount then, within 10 Business Days of such notice or agreement, or upon other resolution of any dispute under this Section 10.5(b), the Seller shall pay to NSPI the Early Termination Payment or such other amount, as the case may be, together with interest at the Prime Rate from and including the Early Termination Date until and including the date of payment.

For certainty, the Seller shall not be entitled to dispute the methodology for calculating the Early Termination Payment as set forth in Section 1.1 or this Section 10.5 but may dispute the reasonableness of the inputs to the calculation or any material departure from such methodology.

10.6 Saving Provision

For certainty, the rights of the Parties under this Article 10 will be in addition to the rights of the Parties set forth in Sections 16.8(b) and 15.4, provided that no provision of this Agreement shall be deemed to allow any double recovery.

11 FORCE MAJEURE

11.1 Definition of Force Majeure

(a) For purposes of the Agreement, "**Force Majeure**" or a "**Force Majeure Event**" means any event or circumstance that is beyond the control of the affected Party ("**Affected Party**") and that has not been wholly or partly caused by, or attributed to, the act or omission or negligence of the Affected Party and that the Affected Party is unable to avoid or overcome using Commercially Reasonable Efforts, including (provided that the foregoing criteria are met):

(i) acts of God (including severe ice storms and other severe storms, lightning, floods, earthquakes, volcanic eruptions and landslides),

(ii) epidemics, pandemic, labour disputes, war (whether declared or not), blockades, acts of public enemies, acts of sabotage, civil insurrection, terrorism, revolution, riots and civil disobedience,

(iii) explosions and fires,

(iv) an order, judgement, legislation, ruling or direction by any Government Agency prohibiting a Party from performing its obligations under this Agreement, provided that the Affected Party's acts or omissions have not resulted in such order and provided that the Affected Party has not applied for or assisted in the application for, and has used Commercially Reasonable Efforts to oppose said order, judgement, legislation, ruling or direction,

(v) if the Seller is the Affected Party only, (a) any delay in the completion of, or inability to complete, the interconnection of the Facility to the System or Network Upgrades or (b) any delay in the completion of the Interconnection System Impact Study, the Interconnection Facilities Study or the Generator Interconnection Agreement that is to be provided by the System Operator beyond any initial deadline as set out in the Generator Interconnection Procedure,

action or non-action by a Government Agency, whether federal, provincial or local (including expropriation, requisition, regulatory required curtailment), and failure to grant, renew or amend, or revocation of, any governmental authorization, approval, consent, licence or permit (including for greater certainty, the Electricity Standard Approval), provided that

(A) such action or non-action was caused by the applicable Government Agency,

(B) the Affected Party did not contribute to or cause such action or non-action, and

(C) the Affected Party did not consent or acquiesce to such action or non-action, and

(vi) inability of NSPI to accept or receive Energy resulting from a Force Majeure Event under this Agreement or the Generator Interconnection Agreement.

(b) Notwithstanding anything to the contrary, the Affected Party shall not be entitled to claim any relief under this Article 11 in respect of any of the following events or circumstances (an "**Excepted Relief Event**"):

(i) economic hardship or lack of funds;

(ii) Forced Outage, unless the cause of such outage was a Force Majeure Event;

(iii) Facility Interruption;

(iv) any strikes, work stoppages or deteriorations, slowdowns or other labour actions directed solely at the Project or the Affected Party or at all or any other members of its Group other than those which have not been caused, or attributed to, by the act or omission or negligence of the Affected Party;

(v) any failure, financial or otherwise, or delay of any Seller Personnel, including any breach by any Seller Personnel of their contractual obligations or the terms upon which they are engaged, except where such failure or delay is caused by another event which is not an Excepted Relief Event but otherwise would fall within the definition of Force Majeure Event if any such Seller Personnel were the Affected Party;

(vi) any event or circumstance caused by the breach of the obligations of the Affected Party or its fault or negligence or the fault or negligence of any other member of its Group, or by violation of Laws and Regulations by the Affected Party or any other member of its Group;

(vii) any variation in the availability of the Energy Source; or

11.2 Effect of Force Majeure

(a) If an Affected Party is unable, by reason of a Force Majeure Event, to perform or comply with its obligations under the Agreement, including a failure to achieve

Commercial Operation by the Scheduled Commercial Operation Date as provided for in Section 11.2(c), either wholly or in part, the Affected Party shall be excused from such performance or compliance to the extent such performance or compliance is impacted by the Force Majeure Event, provided in the case of a Force Majeure Event the Affected Party shall:

(i) give prompt notice to the other Party of the occurrence of the Force Majeure Event, including a description of the Force Majeure Event and reasonable evidence verifying its occurrence together with an estimation of its expected duration and the probable impact of the Force Majeure Event on the performance of the obligations of the Affected Party;

(ii) provide regular reports updating any information previously submitted regarding the expected duration or impact of the Force Majeure Event;

(iii) exercise all Commercially Reasonable Efforts to mitigate the impact of the Force Majeure Event including, to the extent reasonably practicable, continuing with its obligations which are partially impacted by the Force Majeure Event and, as soon as reasonably practicable, resuming the performance of its obligations which are wholly impacted by the Force Majeure Event; and

(iv) provide prompt notice to the other Party of the cessation of the Force Majeure Event or the cessation of the impact of the Force Majeure Event on the performance of the obligations of the Affected Party.

(b) Nothing in this Article 11 shall relieve a Party of its obligation to make any payment of any amount that was due and owing before the occurrence of the Force Majeure Event or that otherwise becomes due and payable during any period when the Force Majeure Event is continuing or while the obligations of the Affected Party are impacted by the Force Majeure Event.

(c) Notwithstanding anything to the contrary herein, if a Force Majeure Event causes the Seller to fail to achieve Commercial Operation by the Scheduled Commercial Operation Date, then the Scheduled Commercial Operation Date shall be deemed to be extended for such reasonable period of delay directly resulting from the impact of the Force Majeure Event and the Term shall be correspondingly extended.

(d) In the event that the Parties, each acting reasonably and in good faith, do not agree that a Force Majeure Event has occurred, the Parties shall resolve the dispute in accordance with Article 14 provided that the burden of proof as to whether a Force Majeure Event has occurred shall be upon the Party claiming a Force Majeure Event.

11.3 Termination for Force Majeure

If the Seller is entitled to relief from its obligations under this Article 11, and the occurrence or impact of the Force Majeure Event has a material adverse effect on the Seller's performance of, or compliance with, its obligations under the Agreement, then either Party may terminate the Agreement upon 30 days advance notice to the other Party in the following circumstances and to the extent that the applicable Force Majeure Event is continuing:

(a) If the Force Majeure Event affecting the Seller begins before the Commencement Date and extends for a continuous period of more than 12 months from the date the Seller gives notice of the occurrence of the Force Majeure Event pursuant to Section 11.2(a)(i) (including any delay in achieving Commercial Operation by the Scheduled Commercial Operation Date, without consideration of any extension of the Scheduled Commercial Operation Date pursuant to Section 11.2(c)); or

(b) If the Force Majeure Event affecting the Seller begins following the Commencement Date and extends from the date the Seller gives notice of the occurrence of the Force Majeure Event pursuant to Section 11.2(a)(i) for an aggregate of 30 months in any 60 month consecutive period during the Term in each case, from the date the Seller gives notice of the occurrence of the Force Majeure Event pursuant to Section 11.2(a)(i).

If either Party exercises its right to terminate the Agreement pursuant to this Section 11.3, such termination will be without any costs or payments of any kind to either Party, including, for greater certainty, any damages for early termination of this Agreement, and all Performance Security shall be returned forthwith.

12 PROJECT LENDER PROVISIONS

12.1 Project Lender Security

The Seller, from time to time on or after the Effective Date shall have the right, at its cost, to enter into a Project Lender's Security Agreement. For greater certainty, if such Project Lender's Security Agreement is in the form of a deed of trust or a similar instrument securing bonds or debentures in which the trustee holds security on behalf of, or for the benefit of, other lenders, only the trustee shall be entitled to exercise the rights and remedies under the Project Lender's Security Agreement as the Project Lender on behalf of the lenders. A Project Lender's Security Agreement shall be subject to the following conditions:

(a) A Project Lender's Security Agreement may be made for any amounts and upon any terms, including terms of the loans, interest rates, payment terms and prepayment privileges or restrictions, as desired by the Seller, except as otherwise provided in this Agreement.

(b) For greater certainty, a Project Lender's Security Agreement may include pledges of shares or partnership interests in the capital of the Seller, guarantees of payment of the Seller's indebtedness, or directions to pay, as the case may be.

(c) NSPI shall have no liability whatsoever for any obligation secured by any Project Lender's Security Agreement, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and the Project Lender shall not be entitled to seek any damages from, or to obtain any other recourse from NSPI for any liability arising under the Project Lender's Security Agreement; provided, for greater certainty, the foregoing shall not limit any rights or remedies provided to a Project Lender under a Project Lender Agreement nor will it derogate from NSPI's obligation to make payment of any amounts due and payable under this Agreement that are the subject of any security interest (including a direction to pay) granted to a Project Lender pursuant to a Project Lender's Security Agreement.

(d) No Project Lender's Security Agreement shall limit NSPI in the enforcement of its rights and remedies under this Agreement, or by Laws and Regulations, unless and until each of the following have been delivered to NSPI: (i) a copy of the original Project Lender's Security Agreement; (ii) details of any applicable registrations of the security interests created by the Project Lender's Security Agreement; (iii) where applicable a validly constituted direction to pay amounts due and payable under this Agreement directly to a Project Lender; and (iv) written notice of the address of the Project Lender to which notices pursuant to this Agreement may be sent.

(e) No assignment of a Project Lender's Security Agreement shall be binding upon NSPI unless and until a copy thereof and the registration details, if applicable, together with written notice of the address of the assignee to which notices may be sent, have been delivered to NSPI by the Seller or the Project Lender.

(f) If the Seller is in default under or pursuant to the Project Lender's Security Agreement and the Project Lender intends to exercise any rights afforded to the Project Lender under this Agreement, then the Project Lender shall give written notice of such default to NSPI at least five Business Days prior to exercising any such rights.

(g) Any Project Lender's Security Agreement permitted hereunder may secure two or more separate debts, liabilities or obligations in favour of two or more separate Project Lenders, provided that such Project Lender's Security Agreement complies with the provisions of this Article 12.

(h) Any number of permitted Project Lender's Security Agreements may be outstanding at any one time, provided that each such Project Lender's Security Agreement complies with the provisions of this Article 12.

(i) All rights acquired by a Project Lender under any Project Lender's Security Agreement shall be subject to all of the provisions of this Agreement, including the restrictions on assignment contained herein. While any Project Lender's Security Agreement is in effect, NSPI and the Seller shall not amend or supplement this Agreement or agree to a termination of this Agreement without the consent of the Project Lender, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to any such amendment, supplement or termination, the Seller shall provide to NSPI such Project Lender's consent in writing. A Project Lender must respond within 15 Business Days to any request to amend or supplement or terminate this Agreement.

(j) Despite any enforcement of any Project Lender's Security Agreement, the Seller shall remain liable to NSPI for the payment of all sums owing to NSPI under this Agreement and for the performance of all of the Seller's obligations under this Agreement.

12.2 Rights and Obligations of Project Lenders

While any Project Lender's Security Agreement remains in effect, and provided that NSPI has received the notices referred to in Section 12.1(d), the following provisions shall apply:

(a) No Seller Event of Default (other than those referred to in Sections 10.1(c) and 10.1(d)) shall be grounds for the termination by NSPI of this Agreement until:

(i) any notices required to be given under Sections 10.1 and 10.2 have been given to the Seller and to the Project Lender; and

(ii) any applicable cure period set out in Section 10.1 and any applicable notice period set out in Section 10.2 has expired without a cure having been completed and without the Project Lender having taken the actions contemplated therein.

(b) In the event NSPI has given any notice required to be given under Section 10.1, the Project Lender shall, within the applicable cure period (including any extensions), if any, have the right (but not the obligation) to cure such default, and NSPI shall accept such performance by such Project Lender as if the same had been performed by the Seller.

(c) Any payment to be made or action to be taken by a Project Lender hereunder as a prerequisite to keeping this Agreement in effect shall be deemed to have been properly made or taken by the Project Lender if such payment is made or action is taken within the prescribed time period by a Project Lender Agent.

(d) A Project Lender shall: (i) be entitled to the Seller's rights and benefits contained in this Agreement, and (ii) become liable for the Seller's obligations, solely as provided in this Section 12.2. A Project Lender may, subject to the provisions of this Agreement, enforce any Project Lender's Security Agreement and acquire the right, title and interest of the Seller in or to the Project and the Agreement (the "**Seller's Interest**") in any lawful way and, without limitation, a Project Lender, or a Project Lender Agent, may take possession of and manage the Project and, upon foreclosure, or without foreclosure upon exercise of any contractual or statutory power of sale under such Project Lender's Security Agreement, may sell or assign the Seller's Interest in accordance with Section 12.2(f).

(e) Until a Project Lender:

(i) exercises its foreclosure rights or has otherwise taken ownership of the Seller's Interest, or

(ii) has taken possession or control of the Seller's Interest, whether directly or by an agent as a mortgagee in possession, or a receiver or receiver and manager has taken possession or control of the Seller's Interest by reference to the Project Lender's Security Agreement, the Project Lender shall not be liable for any of the Seller's obligations or be entitled to any of the Seller's rights and benefits contained in this Agreement, except by way of security. During any period in which the Project Lender itself, or by a nominee or agent, or a receiver or a receiver and manager appointed by or on the application of the Project Lender ("**Project Lender Agent**"), is the owner or is in lawful control or possession of the Seller's Interest, then such individual or entity shall be bound by all of the Seller's obligations and be entitled to any rights and benefits of Seller contained in this Agreement as existing on and from the date the Project Lender Agent assumes lawful control or possession of the Seller's Interest. Upon the Project Lender or Project Lender Agent no longer being in lawful possession or control of the Seller's Interest, or upon the Project Lender or Project Lender Agent transferring the Seller's Interest in accordance with this Agreement to another Person who is at Arm's Length from the Project Lender, the Project Lender shall cease to be liable for any of the Seller's obligations and shall cease to be entitled to any of the Seller's rights and benefits contained in this Agreement, unless the Project Lender's Security Agreement remains in effect by way of continuing security.

(f) Notwithstanding Section 16.2, the Project Lender may not transfer, sell or dispose of the Seller's Interest or any other interest in the Project to any Person (other than, for greater certainty, any interest in the Project by way of security) unless NSPI is satisfied, acting reasonably, that the transferee or purchaser has the technical expertise and financial capability to perform the Seller's obligations under this Agreement, and until the transferee or purchaser has entered into an agreement with NSPI in form and substance satisfactory to NSPI, acting reasonably, wherein the transferee or purchaser agrees to assume and to perform the obligations of the Seller hereunder, whether arising before or after the transfer, sale or disposition, including the posting of Performance Security required under Article 6, but excluding any obligation of the Seller arising before the transfer, sale or disposition to pay NSPI the Early Termination Payment or Partial Termination Payment.

(g) If this Agreement is terminated prior to the end of the Term due to a Seller Event of Default, then NSPI shall, within 20 Business Days after the date of such termination, deliver to each Project Lender that is at Arm's Length from the Seller (i) a statement of all sums then known to NSPI that would at that time be due under this Agreement by Seller to NSPI but for the termination (including any amounts then outstanding and owing pursuant to Section 4.1(d), but excluding, for clarity, any obligation of Seller to pay NSPI the Early Termination Payment or Partial Termination Payment), and (ii) a notice to each such Project Lender stating that NSPI is willing to enter into a new agreement substantially in the form of the Agreement for a period of time equivalent to the Remaining Term. Subject to the provisions of this Article 12, each such Project Lender or transferee approved by NSPI pursuant to Section 12.2(f) shall thereupon have the option to obtain from NSPI such new agreement in accordance with the following terms:

(i) Upon receipt of the written request of the Project Lender within 30 days after the date on which it received the aforementioned statement of all sums due, NSPI shall enter into such new agreement.

(ii) Such new agreement shall be effective as of the later of the Early Termination Date and the agreement's date of execution and shall be for the Remaining Term and otherwise upon the terms contained in this Agreement. NSPI's obligation to enter into such new agreement is conditional upon the Project Lender (A) paying all sums that would, at the time of the execution and delivery thereof, be due under this Agreement to NSPI but for the early termination (including any amounts then outstanding and owing pursuant to Section 4.1(d), but excluding, for clarity, any obligation of Seller to pay NSPI the Early Termination Payment or Partial Termination Payment); (B) otherwise fully curing any defaults under this Agreement existing immediately prior to the Early Termination Date that are capable of being cured; and (C) paying all reasonable costs and expenses, including legal fees (so as to provide a full indemnity and not only substantial indemnity), incurred by NSPI in connection with the preparation, execution and delivery of such new agreement and related agreements and documents, provided, however, that with respect to any default that could not be cured by such Project Lender until it obtains possession, such Project Lender shall have the applicable cure period commencing on the date that it obtains possession to cure such default.

(iii) The Project Lender shall reimburse NSPI for all costs, including legal costs, reasonably incurred by NSPI in responding to the Project Lender's request for a new agreement pursuant to this Section 12.2(g), without duplication of any costs or expenses set out in Section 12.2(g)(ii).

(h) If the Project Lender has appointed a Project Lender Agent or has obtained a court-appointed receiver or receiver and manager for the purpose of enforcing the Project Lender's security, then that Person may exercise any of the Project Lender's rights under this Section 12.2.

(i) Despite anything to the contrary contained in this Agreement, the provisions of this Article 12 shall enure only to the benefit of the holders of a Project Lender's Security Agreement. If the holders of more than one such Project Lender's Security Agreement who are at Arm's Length from the Seller make written requests to NSPI in accordance with this Article 12 to obtain a new agreement, NSPI shall accept the request of the holder whose Project Lender's Security Agreement had priority immediately prior to the Early Termination Date over the Project Lender's Security Agreements of the other Project Lenders making such requests, provided that such Project Lender delivers evidence satisfactory to NSPI, acting reasonably, of such priority. Thereafter, the written requests of each other Project Lender shall be deemed to be void. In the event of any dispute or disagreement as to the respective priorities of any such Project Lender's Security Agreements, NSPI may rely upon the opinion as to such priorities of any law firm qualified to practise law in the Province of Nova Scotia and with experience in such matters, as retained by NSPI in its absolute discretion, or may apply to a court of competent jurisdiction for a declaration as to such priorities, which opinion or declaration shall be conclusively binding upon all parties concerned.

12.3 Cooperation

(a) NSPI and the Seller shall enter into a Project Lender Agreement with any Project Lender substantially in the form of Exhibit "C" for the purpose of implementing the Project Lender's Security Agreement protection provisions contained in this Agreement. NSPI, acting reasonably, shall consider and provide its consent to any request jointly made by the Seller and a Project Lender or proposed Project Lender to facilitate a provision of a Project Lender's Security Agreement or proposed Project Lender's Security Agreement that may require an amendment to this Article 12, provided that the rights of NSPI are not adversely affected thereby in any material respect, the obligations of the Seller to NSPI are not altered thereby and the consent of any other Project Lender to such amendment has been obtained by the Seller or the Project Lender making the request for the amendment. The Seller is responsible for NSPI's reasonable legal expenses incurred in reviewing any such request by the Seller or Project Lender.

(b) For greater certainty, no amendments to this Agreement may be made pursuant to Section 12.3(a) that affect the substantive rights or obligations of the Parties under any of the other Articles of this Agreement.

13 CHANGE IN LAW

13.1 Change in Law

(a) A "**Change in Law**" shall occur if:

(i) either (A) the Legislative Assembly of Nova Scotia causes to come into force any statute that was introduced as a bill in the House of Assembly of Nova Scotia or the Government of Nova Scotia causes to come into force or makes any order-in-council or regulation first having legal effect on or after the Effective Date; or (B) the House of Assembly of Nova Scotia directly or indirectly amends this Agreement without the consent of the Seller; and

(ii) such action increases the costs or affects the net revenues that the Seller would reasonably be expected to incur or receive, as the case may be, under this Agreement in respect of generating or delivering Energy to the Delivery Point, except where such action is in response to any act or omission on the part of the Seller that is contrary to Laws and Regulations (other than an act or omission rendered illegal by virtue of such action) or such action is permitted under this Agreement.

(b) Notwithstanding the foregoing, none of the following shall be a Change in Law:

(i) Laws and Regulations of general application, including an increase of taxes of general application, or any action of the Government of Nova Scotia pursuant thereto;

(ii) any such statute that prior to five Business Days prior to the Effective Date:

(A) has been introduced as a bill in the House of Assembly of Nova Scotia in a similar form as such statute takes when it has legal effect, provided that any amendments made to such bill in becoming such statute do not have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement; and

(B) has been made public in a discussion or consultation paper, press release or announcement issued by NSPI, the Government of Nova Scotia, and/or the Nova Scotia Department of Energy that appeared on the website of NSPI, the Government of Nova Scotia and/or the Nova Scotia Department of Energy, provided that any amendments made to such public form, in becoming such statute, do not have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement;

(iii) any of such Laws and Regulations that prior to five Business Days prior to the Effective Date:

(A) have been published in the Nova Scotia Royal Gazette but by the terms of such Laws and Regulations come into force on or after five Business Days prior to the Effective Date; or

(B) have been referred to in a press release issued by NSPI, the Government of Nova Scotia and/or the Nova Scotia Department of Energy that appeared on the website of NSPI, the Government of Nova Scotia or the Nova Scotia Department of Energy, provided that any amendments made to such Laws and Regulations in coming into force do not have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement;

(iv) any new orders-in-council or Laws and Regulations, the authority for the promulgation of which was created by the Electricity Act, or the first amendment to any existing regulation, where the authority for such amendment was created by the Electricity Act; except if the effect of such new orders-in-council or Laws and Regulations or such amendments is borne principally by the Seller; and

(v) any Laws and Regulations and any amendments to any Laws and Regulations introduced by, or the authority for the promulgation of which was created pursuant to, the Energy Reform (2024) Act, including the More Access to Energy Act and the Energy and Regulatory Boards Act and any amendments thereto.

13.2 Consequences of Change in Law

(a) To the extent that there is a Change in Law, then:

(i) the Seller, upon becoming aware of the consequences of such Change in Law, shall promptly notify NSPI; and

(ii) the Parties shall engage in good faith negotiations to amend this Agreement on the basis that such amendments together with the Change in Law will substantially reflect the expected economics of the Seller as contemplated hereunder prior to the introduction of the Change in Law; if the Parties fail to reach agreement on the amendments described in Section 13.2(a)(ii), the matter shall be determined in accordance with the dispute resolution procedures set out in Article 14.

14 DISPUTE RESOLUTION

14.1 Dispute Resolution

(a) If either Party considers that a dispute arising between the Parties as to the subject matter of this Agreement cannot be resolved between them, then such Party may deliver notice to the other Party describing the nature and particulars of the dispute. Within 10 Business Days following delivery of such notice to the other Party, a senior executive of the Seller and NSPI shall meet, either directly or by telephone or electronic means, to attempt to resolve the dispute. Notwithstanding the foregoing, in the event of an emergency, the Parties will use Commercially Reasonable Efforts to cause a senior executive of the Seller and NSPI to meet within four Business Days following delivery of such notice to the other Party, either directly or by telephone or electronic means, to attempt to resolve the dispute. If the dispute is not so resolved, either Party may submit the dispute to be settled by arbitration pursuant to Section 14.1(b).

(b) The Parties agree to submit the dispute to binding arbitration, pursuant to the terms of the *Commercial Arbitration Act* (Nova Scotia). In particular, the Parties agree to utilize the arbitration procedure attached as Schedule “A” to the *Commercial*

Arbitration Act (Nova Scotia) in the conduct of the arbitration. The Party wishing to have any dispute submitted to arbitration (the "**Claimant**") shall give notice to the other Party (the "**Respondent**") specifying the particulars of any issue in dispute and proposing the name of the individual it wishes to be the single arbitrator. Within 15 days thereafter, the Respondent shall give notice to the Claimant advising whether the Respondent accepts the arbitrator proposed by the Claimant. If notice is not given within the 15 day period, the Respondent shall be deemed to have accepted the arbitrator proposed by the Claimant. In the event that the Parties cannot agree on a single arbitrator within the 15 day period, the arbitrator shall be selected in accordance with the *Commercial Arbitration Act* (Nova Scotia). 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. The cost of the arbitration (excluding a Party's legal fees and disbursements) shall, unless otherwise ordered by the arbitrator, be borne equally by the Parties. The decision of the arbitrator shall be final and binding and the beneficiary of any award of the arbitrator may bring proceedings in any jurisdiction to enforce the award or any judgment enforcing the award. If it is necessary for a Party to enforce such award, all costs of enforcement shall be payable and paid by the Party against whom such award is enforced. The bringing of such proceedings in one or more jurisdictions shall not preclude the bringing of enforcement proceedings in any other jurisdiction. In connection with any such proceeding, each Party waives any right to de novo review of the award against that Party.

(c) All performance required under this Agreement shall continue during the dispute resolution proceeding contemplated by this Article 14, provided that, unless otherwise expressly provided, this provision shall not be interpreted or applied to delay or restrict the exercise of any rights or remedies of the Parties under this Agreement. With respect to any dispute regarding amounts owed under this Agreement, the Parties agree to pay any undisputed amounts in accordance with the provisions of this Agreement and shall otherwise continue to perform any undisputed obligations under the Agreement.

14.2 Disputed Payments and Netting

In respect of amounts owing by one Party to the other pursuant to this Agreement:

(a) Both Parties have the right to withhold that portion of payment in dispute until resolution is reached.

(b) If a dispute with respect to any payment to be made by NSPI is resolved in favour of the Seller, NSPI will pay such disputed and/or withheld amount, plus interest thereon at the Prime Rate from the due date to the date payment is made. If resolution is in favour of NSPI with respect to any payment to be made by the Seller, the Seller will pay any disputed and/or withheld amount, plus interest thereon at the Prime Rate from the due date to the date the payment is made. All such payments shall be made within 15 days of the date of such resolution.

(c) NSPI reserves the right to net amounts previously invoiced and owed to the Seller against amounts owed by the Seller to NSPI, provided however, that if there is a dispute over the amounts involved, then NSPI shall not net any amounts without the dispute being resolved.

(d) The Seller reserves the right to net amounts previously invoiced and owed to NSPI against amounts owed by NSPI to the Seller, provided; however, that if there is a dispute over the amounts involved, then the Seller shall not net any amounts without the dispute being resolved.

(e) For certainty, nothing in this Section 14.2 shall derogate from or affect any right of set off of either Party under the Agreement.

15 INDEMNIFICATION, LIABILITY, ETC.

15.1 Indemnification

(a) Each Party (an "**Indemnitor**") shall indemnify and hold harmless the other Party and the other members of its Group (each an "**Indemnitee**") from and against all losses, damages and liabilities suffered by the Indemnitee and all judgments, fines, penalties, charges, settlement amounts, costs, expenses and reasonable legal fees (on a solicitor and own client basis, including reasonable disbursements) incurred by the Indemnitee in connection with any causes of action, claim, suit, inquiry, proceeding, or investigation or appeal therefrom, to the extent attributable to the wilful acts or omissions, fault or negligence of the Indemnitor or any other member of its Group, or the breach of its representations, warranties or covenants under this Agreement (except to the extent losses, damages or liabilities are attributable to the negligence or wilful misconduct of any Indemnitee), or if the Seller is the Indemnitor, arising in connection with any emissions or other environmental contamination from or at the Facility, or relating or attributable to Energy prior to its delivery to the Delivery Point, or if NSPI is the Indemnitor, relating or attributable to Energy after it has been delivered to the Delivery Point.

(b) In respect of any indemnity obligation of the Indemnitor under this Agreement, the Indemnitee shall give notice to the Indemnitor of any claim or other proceeding which may give rise to such obligation within such reasonable period following the Indemnitee becoming aware of such claim or proceeding which does not, by virtue of a delay in providing such notice, materially prejudice the rights of the Indemnitor under this Article 15, whereupon the Indemnitor shall, at its own cost, be entitled to take carriage of the defence of any such claim or other proceeding, provided the Indemnitor undertakes such defence promptly upon receiving such notice or otherwise becoming aware of any such claim or other proceeding. If the Indemnitee fails to give the Indemnitor the notice required by this Section 15.1(b) with respect to any claim then, to the extent that the Indemnitor is materially prejudiced by such failure, the obligation of the Indemnitor to indemnify the Indemnitee pursuant to this Article 15 shall cease with respect to the extent of such liabilities that would not have been incurred had timely notice been given.

(c) If, within a reasonable time after becoming aware of such claim or other proceeding, and having regard to any limitation period for responding to same, the Indemnitor fails to undertake the defence of such claim or other proceeding without any reservation of rights, the Indemnitee shall have the right to undertake the defence, settlement or compromise of such claim or other proceeding for the account of Indemnitor. If the Indemnitor has undertaken such defence and:

(i) there is reasonable expectation that the claim or other proceeding may materially and adversely affect the Indemnitee other than as the result of monetary damages or payments, or

(ii) there is reasonable expectation that the outcome of the claim or proceeding will be beyond any limit of liability of the Indemnitor set forth in the Agreement, or

(iii) there is reasonable expectation that Indemnitor does not have sufficient resources, financial or otherwise, to satisfy its indemnity obligation, or

(iv) the Indemnitee has legal defences or counter-claims available that are different from or additional to any defences or counter-claims available to the Indemnitor, or

(v) the insurers of the Indemnitee exercise any right of defence under any policy responding to such claim or other proceeding, then the Indemnitee shall have the right, at the cost and expense of the Indemnitor, if and to the extent the proceeds of any such insurance do not cover such cost and expense, to participate in the negotiation, settlement, compromise or defence of the claim or other proceeding and to retain counsel to act on behalf of the Indemnitee, provided that, in any other circumstance, the Indemnitee shall reserve the right to such participation at its own cost and expense. In any event, the Indemnitor shall not, without the consent of the Indemnitee, which consent will not be unreasonably withheld, conditioned or delayed, admit liability, settle, compromise or take any similar action in respect of the claim or other proceeding. At all times, the Indemnitor shall keep the Indemnitee apprised of the carriage of the defence and provide the Indemnitee with such other information in respect thereof as the Indemnitee may reasonably require.

(d) In respect of any indemnity obligation of a Party under this Agreement, the other Party holds the benefit of such indemnity in its own right and in trust for the other members of its Group.

15.2 Consequential Loss

Neither Party shall be liable to the other Party under any theory of liability for any incidental, exemplary, punitive, consequential or indirect damages, of any nature whatsoever, arising out of or in connection with this Agreement, including loss of use, loss of revenue, loss of profit, loss of contract, or loss of goodwill. For certainty, this provision shall not apply to liability for liquidated damages, the right of the Seller to claim payment for Net Output purchased or taken or to be purchased or taken by NSPI hereunder, or, if applicable, Sections 4.2(b) and 4.3(c)(iv), the right of the Seller to claim Seller's Termination Costs and/or Seller Claimable Amount, or the right of NSPI to claim NSPI's Termination Costs or Early Termination Payment.

15.3 Liquidated Damages

The Parties acknowledge and agree that in circumstances where liquidated damages are payable by one Party to the other hereunder, the other Party will suffer financial damage in such circumstances and that such financial damage will be proximate and substantial, but the actual amount thereof will be very difficult, if not impossible, to ascertain and accordingly, the amount, or method of determining the amount, of the liquidated damages is a genuine pre-estimate or a methodology for arriving at a genuine pre-estimate of the amount of such financial damage and shall not be considered penal. In circumstances in which either Party is responsible to calculate liquidated damages pursuant to this Agreement, the amount of such damages and the methodology of determining such amounts must be reasonable and based on Good Utility Practice.

15.4 Remedies

Unless otherwise expressly provided, any duties and obligations imposed by this Agreement and any rights and remedies available under this Agreement shall be in addition to and not a limitation of any other duties, obligations, rights and remedies imposed or available under this Agreement or under Laws and Regulations or otherwise at law or in equity. Without limitation, the termination of this Agreement by either Party and all amounts then due and owing to the other Party as expressly provided in this Agreement shall not limit, waive, or extinguish in any way the recourse of either Party to any remedies available to it in relation to such termination at law, in equity or otherwise.

15.5 Joint and Several Liability

If the Seller is not a single entity then all entities comprising the Seller shall be jointly and severally liable to NSPI for all representations, warranties, indemnities, obligations and liabilities of the Seller under the Agreement.

15.6 Mitigation

Each Party will use Commercially Reasonable Efforts, acting in good faith, to mitigate its damages, losses, liabilities, expenses, and costs in the event of the other Party's breach of its obligations hereunder.

16 MISCELLANEOUS PROVISIONS

16.1 General

(a) The Parties shall, at all times, comply with all Laws and Regulations in the performance or fulfilment of their obligations hereunder.

(b) The relationship between the Parties shall be that of independent contractors for the sale and purchase of the Net Output. Nothing in this Agreement shall be interpreted as creating between the Parties any partnership, joint venture, fiduciary or similar relationship, or any other arrangement regarding the conduct of their respective affairs which is not expressly stated herein.

(c) Unless otherwise expressly provided herein, the Seller shall pay all taxes, levies, and charges imposed on it by Laws and Regulations in respect of the Project, and all costs and expenses whatsoever in respect of the Project, and shall be solely responsible for all liabilities associated with performing or fulfilling its obligations hereunder, including payment of: real property taxes levied in respect of the Site, municipal taxes levied in respect of the personal property of the Seller comprised in the Site or any occupancy thereof, rent, charges or fees levied in respect of the availability or use of the Site and the Energy Source by the Seller, and costs associated with the design, construction, maintenance, operating, rehabilitation and modification of the Project, including utility costs.

(d) The Agreement may be executed by the Parties in counterparts, each of which, when so executed and delivered to the other, shall be deemed an original and when taken together shall be deemed one and the same instrument.

(e) The facsimile or electronic transmission of any signed original of the Agreement shall be the same as the delivery of an original hereunder. At the request of any Party, the Parties shall immediately deliver to each other, an original executed copy of the Agreement.

(f) Each Party shall, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of the Agreement.

(g) In connection with the negotiation of, the entering into, and the performance under the Agreement, each Party represents to the other Party that:

(i) it is acting as principal and not as agent or in any other capacity, fiduciary or otherwise;

(ii) it is not relying upon any representations, whether written or oral, of the other Party other than the representations expressly set forth in the Agreement;

(iii) the other Party has not given to it, directly or indirectly through any other Person, any advice, counsel, assurance, guarantee, or representation whatsoever, whether legal, regulatory, tax, financial, accounting or otherwise, as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit of the Agreement;

(iv) it has consulted with its own legal, financial, technical and other advisors to the extent it has deemed necessary; and

(v) it is entering into the Agreement with a full understanding of all the risks associated with the transactions hereunder and it is capable of assuming, and willing to assume, those risks. In this regard, and without limitation, the Seller shall be solely responsible for determining the suitability of the Site for the purposes of the Agreement.

16.2 Assignment

(a) Prior to the Commencement Date, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by the Seller, except (i) with the consent of NSPI, which consent may be unreasonably withheld or conditioned; (ii) to an Affiliate as permitted under Section 16.2(f); or (iii) to a Project Lender as permitted under Article 12.

(b) Following the Commencement Date, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by the Seller, except: (i) with the consent of NSPI, which consent may not be unreasonably withheld, delayed or conditioned; (ii) to an Affiliate as permitted under Section 16.2(f); or (iii) to a Project Lender as permitted under Article 12.

(c) For the purposes of Section 16.2(b), it shall not be unreasonable for NSPI to withhold its consent if the proposed assignment would result, or could reasonably be expected to result, in a material adverse effect on the Seller's ability to perform its obligations, whether financial, technical or otherwise, under this Agreement, as determined by NSPI, acting reasonably.

(d) The Seller must provide to NSPI a notice of a request for consent to any assignment contemplated in Section 16.2(a) and Section 16.2(b), other than an assignment to a Project Lender or Affiliate, not less than 60 days before the proposed assignment. Such notice shall be accompanied by evidence of the capability of the assignee as required by Section 16.2(e).

(e) NSPI's consent to any assignment contemplated in Section 16.2(a) and Section 16.2(b), other than an assignment to a Project Lender or Affiliate, is subject to the following conditions:

(i) the Seller not being in default of its obligations under the Agreement;

(ii) the assignee of the Seller entering into and becoming bound by the Agreement, assuming all the obligations and liabilities of the Seller under the Agreement, whether arising before or after the assignment, and providing replacement Performance Security in accordance with the provisions of Article 6 at the time of assignment; and the representation in Section 7.1(a) accurately applying to the assignee with any necessary amendments to reflect the corporate form of the assignee and the manner in which it was established;

(iii) all of the representations set out in Section 7.1, as may be amended pursuant to Section 16.2(e)(ii), shall be deemed to be made by the assignee to NSPI at the time of such assignment and assumption; and

(iv) the assignee demonstrating, to the satisfaction of NSPI, acting reasonably, its capability (financial, technical and otherwise) to fulfil and assume all such obligations and liabilities of the Seller or, in the case of a merger, amalgamation or reorganization of the Seller, the parties to that transaction demonstrating to the reasonable satisfaction of NSPI, the continued ability of the Seller, or the party arising out of the merger, amalgamation or reorganization, to perform and discharge the Seller's obligations and liabilities under the Agreement.

Upon satisfaction of such conditions, the Seller shall be released from obligations and liabilities arising following the assignment under the Agreement, and any Performance Security provided by it will be returned or released.

(f) The Seller may, subject to compliance with Laws and Regulations, assign this Agreement to an Affiliate acquiring the Project; provided that there is not a Seller Event of Default that has not been remedied, and provided that the Seller gives NSPI not less than 10 Business Days prior notice of such assignment. No such assignment shall be valid or effective unless and until:

(i) such Affiliate agrees with NSPI in writing to assume all of the Seller's obligations and liabilities under the Agreement, arising both before and after the assignment; and

(ii) in respect of an assignment of the Agreement to an Affiliate acquiring the Project prior to Commercial Operation, such Affiliate and Seller agree with NSPI in writing to be jointly and severally responsible for all obligations and liabilities of the Seller under the Agreement until Commercial Operation; and

(iii) the arrangements and obligations of the Seller set forth in Article 6 have been satisfied.

(g) No consent to any assignment given by NSPI under this Section 16.2 implies or constitutes a consent to the exercise by the assignee, or any Affiliate of the assignee, whether or not a Project Lender, of any right, if the exercise of that right, at the time it was acquired, would require the consent of NSPI under this Section 16.2, and the exercise of any such right will require a further or subsequent consent of NSPI.

(h) NSPI shall have the right to assign this Agreement and all benefits and obligations hereunder for the balance of the Term without the consent of the Seller to an assignee who shall assume the obligations and liability of NSPI under this

Agreement and who shall be novated into the Agreement in the place and stead of NSPI, except for NSPI's obligation in Section 16.2(h)(iii) which shall remain in force, provided (i) that the assignee is in a business that is similar to that of NSPI with a similar rate recovery framework and that has an equivalent or higher credit rating to that of NSPI in effect as of the Effective Date; and (ii) that the assignee agrees in writing to assume and be bound by the terms and conditions of this Agreement, whereupon:

(i) The representation set forth in Section 7.2(a) accurately applying to the assignee with any necessary amendments to reflect the corporate form of the assignee and the manner in which it was established;

(ii) All of the representations set out in Section 7.2, as may be amended pursuant to Section 16.2(h)(i), shall be deemed to be made by the assignee to the Seller at the time of such assignment and assumption; and

(iii) NSPI shall be relieved of all obligations and liability arising pursuant to this Agreement. However, notwithstanding the foregoing, NSPI shall remain liable to the Seller for remedying any payment defaults under Section 10.3(a) and shall remain liable for any obligations and liabilities of the assignee arising from any NSPI Event of Default occurring prior the assignment by NSPI.

(i) For the purpose of this Section 16.2, an "**assignment**" includes an assignment or disposition of the Agreement or any direct or indirect interest in the Agreement (including a mortgage, pledge, charge or grant of a security interest) or a merger, amalgamation or reorganization of the Seller.

(j) The Party seeking consent shall reimburse the other Party for all costs reasonably incurred by the other Party in (i) reviewing a request for consent in relation to this Section 16.2, and (ii) the negotiation, preparation, review and execution of all documentation associated with any assignment hereunder.

16.3 Change of Control

(a) During the Term, the Seller shall not permit or allow a Change of Control, except with the consent of NSPI, which consent may not be unreasonably withheld or conditioned. NSPI may withhold consent to any Change in Control of the Seller in either of the following circumstances:

(i) the Seller is in default of any of its obligations under this Agreement; or

(ii) the Seller fails to demonstrate, to the satisfaction of NSPI, acting reasonably, that its capability (financial, technical and otherwise) to fulfil and perform all obligations and liabilities of the Seller hereunder will not be materially reduced by virtue of the Change in Control; or

(iii) if any of the representations set out in Section 7.1 would not be true if such representations were deemed to be made by the Seller immediately following the Change in Control.

(b) Notwithstanding Section 16.3(a) or Section 16.4, a Change of Control that reduces the Participating Interest of a Participant shall not be permitted until the fifth anniversary of the Commencement Date.

(c) Notice of a request for a consent to a Change of Control pursuant to Section 16.3(a) shall be given by the Seller to NSPI not less than 60 days before the date of such Change of Control and shall include:

(i) a description of the Change of Control and a detailed organizational structure of the Seller following the proposed change of Control; and

(ii) evidence, to the satisfaction of NSPI, acting reasonably, of the continued ability of the Seller to perform and discharge its obligations (whether financial, technical or otherwise) and liabilities under the Agreement, following the proposed change of Control.

(d) For the purposes of this Section 16.3, a Change of Control shall:

(i) exclude a change in the ownership of shares or units of ownership that are listed on a recognized stock exchange; and

(ii) include a change from no Person having Control of the Seller to any Person having Control of the Seller, as well as a change from any Person having Control of the Seller to no Person having Control of the Seller.

(e) The Party seeking consent shall reimburse the other Party for all costs reasonably incurred by the other Party in (i) reviewing a request for consent in relation to this Section 16.3, and (ii) the negotiation, preparation, review and execution of any documentation associated with the proposed Change of Control.

16.4 Ownership

(a) Notwithstanding Section 16.2 and Section 16.3, but subject to Article 12, if the Project was awarded "Ownership" points in the Proposal's evaluation (as indicated by a "yes" response in item 14 of the Commercial Terms), the Seller shall cause the Participant to maintain, directly or indirectly, not less than the Participating Interest in the Project or the Seller, as the case may be, until the fifth anniversary of the Commencement Date.

(b) For the avoidance of doubt, Section 16.4(a) shall not restrict a transaction whereby the Participating Interest, or any part thereof, is transferred by the Participant to one or more Mi'kmaq of Nova Scotia (as such term is defined in the Request for Proposal); provided that such transactions do not result, in the aggregate, in a reduction of the Participating Interest in the Project or the Seller, as the case may be, and provided such Participating Interest is maintained by the Participant or one or more Mi'kmaq of Nova Scotia until the fifth anniversary of the Commencement

Date in compliance with Section 16.4(a).

16.5 Interest

If either Party fails to make payments as they become due under the Agreement or pursuant to an arbitral award, interest on such unpaid amounts shall also become due and payable, until paid, at a rate equal to the Prime Rate.

16.6 HST and Other Tax Matters

(a) Subject to Section 16.6(b), amounts payable pursuant to this Agreement are exclusive of HST or similar tax and each Party shall pay to the other, in addition to such amounts, HST or similar tax properly exigible on such amounts.

(b) Each Party shall be a registrant in accordance with the provisions of the *Excise Tax Act* (Canada) from the beginning of the Interim Period or, if there is no Interim Period, prior to commencement of the Term, and will continue to be a registrant throughout the Interim Period and the Term. If any payment made pursuant to this Agreement is deemed by the *Excise Tax Act* (Canada) to include HST or is deemed by Laws and Regulations to include a similar tax, the amount of such payment shall be increased accordingly.

(c) Each Party shall provide notice to the other of its HST registration number prior to the commencement of the Interim Period or, if there is no Interim Period, prior to the commencement of the Term.

(d) The Seller shall indemnify and hold NSPI harmless from and against any demand, claim, payment, liability, fine, penalty, cost or expense, including accrued interest thereon, relating to any taxes for which the Seller is responsible under Section 16.1(c) or relating to any withholding tax arising on account of Seller becoming a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

16.7 Notices

Every communication provided for herein shall be in writing and delivered to, sent by recognized overnight delivery service or mailed by postage prepaid, or faxed, or e-mailed to, the Party to whom it is intended to be given at the address stipulated on the cover page or such other address or facsimile number or e-mail address as a Party shall hereafter designate by written notice to the other from time to time. Notice shall be given when received during business hours in Nova Scotia on a Business Day of the addressee. In the absence of proof of the actual receipt date, the following presumptions shall apply. Any communication personally delivered shall be deemed to have been received upon actual delivery. Any communication sent by overnight delivery service shall be deemed to have been received two Business Days after being sent. Any communication sent by mail shall be deemed to have been received five Business Days after having been mailed. Any communication sent by facsimile shall be deemed to have been received on the Business Day following the date of transmission, provided that the sending Party has received a positive transmittal record of such transmission and has promptly sent the original of such communication by prepaid mail or recognized overnight delivery service. Any communication sent by e-mail shall be deemed to have been received on the Business Day following the date of sending, provided that the sending Party has not received a delivery failure notification with respect to the e-mail and has promptly sent the original of such communication by prepaid mail or recognized overnight delivery service.

16.8 Survival and Enurement

(a) Except as otherwise expressly provided in this Agreement, this Agreement shall not confer upon any other Person any rights, interests, obligations or remedies under the Agreement except the Parties and, subject to Section 16.2, their respective successors and assigns and, where applicable, the NSPI Group and the Seller Group. The Agreement shall be binding upon and enure to the benefit of the Parties and, subject to an assignment undertaken in compliance with Section 16.2, their respective successors and assigns.

(b) All provisions of this Agreement which by their express terms or nature are continuing shall survive expiration or termination of this Agreement, including this provision, the provisions of Article 5 and 6, any provisions relating to Performance Security, confidentiality, indemnification, termination, dispute resolution, and any provisions that are required to determine, or which exclude or limit, any liability or which are otherwise required to give effect to or interpret any such provisions. For certainty, expiration or termination of this Agreement shall not affect or prejudice:

(i) any rights or obligations of the Parties that have accrued or arisen under this Agreement prior to the time of expiration or termination, including any amounts owing by one Party to the other (whether or not due at the time of expiration or termination) together with interest thereon;

(ii) the right of either Party (or, as the case may be, any other member of its Group) to the benefit of any indemnity given by the other Party in respect of any event or circumstance occurring before the time of expiration or termination to which any such indemnity applies, even though such event or circumstance or any claim or liability in respect thereof does not manifest until after the time of expiration or termination;

(iii) the right of either Party to the benefit of any confidentiality provisions whether the breach of such provisions by the other Party occurs before or after the time of expiration or termination; or

(iv) the right of either Party to claim the reasonable cost of enforcing its rights under the Agreement, whether such enforcement arises prior to or after the time of expiration or termination.

16.9 Adjustment for Post-Proposal Applicable Tariffs

a) If any Post-Proposal Applicable Tariffs are introduced, the Seller shall use Commercially Reasonable Efforts to avoid or mitigate the cost of any such Post-Proposal Applicable Tariffs, whether via alternate supply chains or otherwise.

b) If, notwithstanding Section 16.9(a), the Seller's reasonably expected total capital cost for the development and construction of the Facility, based on bona fide third-party pricing documentation and calculated in accordance with

Applicable Accounting Principles (the "**Capital Cost**") increases by more than 7.5 percent (7.5 %) (the **"Minimum Threshold"**) as a direct result of the Seller or its direct or indirect contractor or subcontractor being required to pay any Post-Proposal Applicable Tariffs (such circumstances, a "Seller **Tariff Adjustment Event**"), the Seller may submit a notice thereof to NSPI (a "**Seller Tariff Adjustment Notice**"). The Seller may deliver a Seller Tariff Adjustment Notice no later than six (6) months prior to the Scheduled Commercial Operation.

c) A Seller Tariff Adjustment Notice shall contain (i) reasonable supporting details describing the Post-Proposal Applicable Tariffs, the Seller's Commercially Reasonable Efforts to avoid or mitigate the impact of such Post-Proposal Applicable Tariffs and documentation confirming that such Post-Proposal Applicable Tariffs increase the Seller's Capital Cost by more than the Minimum Threshold, including a calculation, in reasonable detail, of the amount and percentage of the increase in the Capital Cost attributable to such Post-Proposal Applicable Tariffs, and (ii) a proposed revised Energy Rate (the "Proposed Revised Energy Rate") that the Seller requires solely in order to address the impact of such Post-Proposal Applicable Tariffs.

d) Upon NSPI's receipt of a Seller Tariff Adjustment Notice, NSPI shall respond by notice to the Seller within twenty (20) Business Days of its receipt of the Seller Tariff Adjustment Notice (**"NSPI Tariff Adjustment Notice Reply"**). The NSPI Tariff Adjustment Notice Reply shall identify any supplemental information it may require to verify, acting reasonably, that a Seller Tariff Adjustment Event has occurred, the quantum of the Proposed Revised Energy Rate, whether it accepts or rejects that a Seller Tariff Adjustment Event has occurred or accepts or rejects the Proposed Revised Energy Rate.

e) Where there is any dispute as to whether a Seller Tariff Adjustment Event has occurred, such dispute shall be submitted to binding arbitration in accordance with Section 14.1(b) without first having to comply with Section 14.1(a).

f) If NSPI accepts the Proposed Revised Energy Rate contained in the Seller Tariff Adjustment Notice, as indicated in the NSPI Tariff Adjustment Notice Reply, this Agreement shall automatically be amended by replacing the amount of the Energy Rate set out in Commercial Terms with the Proposed Revised Energy Rate set out in the Seller Tariff Adjustment Notice.

g) If NSPI, acting reasonably, rejects the Proposed Revised Energy Rate contained in the Seller Tariff Adjustment Notice, as indicated in the NSPI Tariff Adjustment Notice Reply and the Seller disputes this determination, then the dispute shall be submitted to an Independent Expert for resolution in accordance with subsections (i) to (iii):

(i) The Independent Expert shall be appointed by mutual agreement of the Parties within 20 Business Days of the referral notice. If the Parties fail to agree within that period, either Party may apply to the ADR Institute of Canada (ADRIC) for the appointment of the Independent Expert by delivering to ADRIC (with a copy to the other Party) a written application describing the nature of the dispute and requesting the appointment of a Person qualifying as an Independent Expert, and each Party shall cooperate with ADRIC and promptly provide any information ADRIC reasonably requires in order to make the appointment. If ADRIC has not appointed an Independent Expert within 20 Business Days after such application, or if ADRIC declines or is unable to make the appointment, then either Party may apply, on notice to the other Party, to a judge of the Supreme Court of Nova Scotia for the appointment of the Independent Expert. Any Person appointed as the Independent Expert under this Section 16.9(g)(i), whether by the Parties, ADRIC or the Court, must satisfy the definition of Independent Expert, must be at Arm's Length from each Party, and shall, before accepting the appointment, disclose in writing to both Parties any circumstances likely to give rise to a conflict of interest or to justifiable doubt as to the Person's independence or impartiality. The appointment of the Independent Expert in accordance with this Section 16.9(g)(i) shall be final and binding on the Parties.

(ii) The Independent Expert shall be retained solely to determine a revised Energy Rate.

(iii) The following process shall govern the Independent Expert determination:

(A) within 20 Business Days of the appointment of the Independent Expert, each Party shall submit to the Independent Expert (with a copy to the other Party) a written submission setting out its position on the revised Energy Rate, together with all supporting documentation;

(B) each Party shall have 10 Business Days following receipt of the other Party's submission to provide a written response;

(C) the Independent Expert shall have the authority to request additional information or clarification from either Party and to conduct such independent investigations and inquiries as the Independent Expert deems necessary;

(D) the Independent Expert shall render a written determination ("**Tariff Adjustment**") within 20 Business Days of the close of submissions (or such longer period as the Independent Expert may determine is necessary, not to exceed 40 Business Days in total from the date of appointment). The Agreement shall be automatically amended by replacing the amount of the Energy Rate set out in Commercial Terms with the Independent Expert's determination;

(E) the costs and fees of the Independent Expert shall be: (1) borne equally by the Parties if the Independent Expert's determination falls between the positions of the two Parties; (2) borne by NSPI if the Independent Expert's determination is equal to or greater than Seller's claimed amount; or (3) borne by Seller if the Independent Expert's determination is equal to or less than NSPI's proposed amount.

(F) The Independent Expert shall act as an expert and not as an arbitrator. In making its determination, the Independent Expert shall: (1) apply the terms of this Agreement; (2) apply Applicable Accounting Principles and industry-standard engineering and cost analysis methodologies for the power generation and power purchase industry; and (3) consider all documentation and submissions provided by the Parties.

(G) The determination of the Independent Expert shall be:

(1) final, conclusive and binding on both Parties;
(2) non-appealable by either Party on any grounds whatsoever, whether on a question of law, fact, mixed fact and law, or otherwise;
(3) not subject to challenge, review or appeal before any court, arbitral tribunal, regulatory authority or other dispute resolution forum; and
(4) expressly excluded from and not subject to the dispute resolution mechanism set out in Article 14 of this Agreement, which shall have no jurisdiction over any dispute submitted to the Independent Expert under this Section 16.9

Notwithstanding the foregoing, either Party may seek interim or injunctive relief from a court of competent jurisdiction solely for the purpose of preserving the status quo pending the Independent Expert's determination, and such application shall not be construed as a waiver of the exclusive jurisdiction of the Independent Expert.

(H) Following the issuance of the Independent Expert's determination, the Parties shall give effect to such determination within 10 Business Says by executing a written amendment to this Agreement reflecting the revised Energy Rate, and any amounts owed pursuant to the determination shall be paid within 20 Business Days of such amendment.

(I) The mechanism set out in this Section 16.9 shall constitute Seller's sole and exclusive remedy in respect of revised Energy Rate, and Seller shall have no other right or entitlement to claim any adjustment to the Energy Rate, compensation, damages or other relief in respect of any Seller Tariff Adjustment Event under any other provision of this Agreement, at law or in equity.

(J) The failure of either Party to enforce any provision of this Section 16.9 shall not constitute a waiver of that Party's rights. Each instance of a Seller Tariff Adjustment Event shall be assessed independently, and no prior Tariff Adjustment shall be deemed precedent for any subsequent claim.

(K) For greater certainty, this Section 16.9 governs exclusively the adjustment of the Energy Rate in respect of Seller Tariff Adjustment Events. Nothing in this Section 16.9 shall be construed to affect Seller's or NSPI's other rights or obligations under this Agreement.

(L) The Independent Expert shall perform its role under this Section 16.9 with reasonable skill and care in accordance with the standard of care applicable to experts of comparable qualification and experience in the power generation and power purchase industry. The Parties agree that neither the Independent Expert nor any firm, partner, employee or agent through which the Independent Expert acts shall have any liability to the Parties for any act or omission under or in connection with this Section 16.9, including the determination of the revised Energy Rate, except in the case of the Independent Expert’s gross negligence, wilful misconduct or fraud. This limitation is given by both Parties and is intended to be relied upon by, and to benefit, the Independent Expert and each such firm, partner, employee and agent.

(M) For greater certainty, a Seller Tariff Adjustment Event and any Post-Proposal Applicable Tariffs shall be addressed exclusively under this Section 16.9 and shall not constitute, or be dealt with as, a Change in Law under Article 13. Nothing in Article 13 shall entitle the Seller to any adjustment of the Energy Rate, or to good faith negotiations or dispute resolution under Section 13.2, in respect of Post-Proposal Applicable Tariffs, and no matter constituting a Change in Law under Article 13 shall be dealt with under this Section 16.9.

(N) Any Proposed Revised Energy Rate accepted by NSPI, or any revised Energy Rate determined by the Independent Expert, under this Section 16.9 shall, upon amendment of this Agreement, replace the Energy Rate specified in item 4 of the Commercial Terms and shall thereafter be indexed and adjusted in accordance with Exhibit "H" in the same manner as the Energy Rate it replaces, unless the Parties expressly agree otherwise in the applicable amendment.

16.10 Adjustment for the Reduction of Tariffs

a) If after the Effective Date any customs duty, Tariff or similar charge applicable to the Capital Cost, is repealed, reduced or eliminated (**“Tariff Reduction Event”**), NSPI may, at any time prior to, or within six months following, the Scheduled Commercial Operation Date, serve the Seller with a notice identifying the Tariff Reduction Event and request that the Seller determine its impact on the Capital Cost (**"Tariff Reduction Notice"**).

b) Upon receipt of the Tariff Reduction Notice, the Seller shall respond to the Tariff Reduction Notice indicating the impact of the Tariff Reduction Event on the Capital Cost and propose a revised Energy Rate (**"Tariff Reduction Notice Reply"**) no later than 20 Business Days after the receipt of the Tariff Reduction Notice.

c) Where there is any dispute as to whether a Tariff Reduction Event has occurred, such dispute shall be submitted to binding arbitration in accordance with Section 14.1(b) without first having to comply with Section 14.1(a).

d) If the Seller fails to deliver a Tariff Reduction Notice Reply within the time required, NSPI may submit the determination of the revised Energy Rate to an Independent Expert for resolution in accordance with subsections 16.9(g)(i) to (iii), inclusive. Where the Seller has delivered a Tariff Reduction Notice Reply, NSPI shall, within twenty (20) Business Days after its receipt of that reply, either accept the revised Energy Rate proposed therein or, where NSPI, acting reasonably, disputes the impact on the Capital Cost or the revised Energy Rate so proposed, submit the determination of the revised Energy Rate to an Independent Expert for resolution in accordance with subsections 16.9(g)(i) to (iii), inclusive. If NSPI does neither within that period, NSPI shall be deemed to have accepted the revised Energy Rate proposed in the Tariff Reduction Notice Reply. The consequences of any acceptance, deemed acceptance or Independent Expert determination of the revised Energy Rate are dealt with in Section 16.10(e).

e) If NSPI accepts, or is deemed under Section 16.10(d) to have accepted, the revised Energy Rate contained in the Tariff Reduction Notice Reply, or if an Independent Expert determines a revised Energy Rate under Section 16.10(d), this Agreement shall automatically be amended by replacing the amount of the Energy Rate set out in the Commercial Terms with that revised Energy Rate, which shall thereafter be indexed and adjusted in accordance with Exhibit "H" in the same manner as the Energy Rate it replaces, unless the Parties expressly agree otherwise in the applicable amendment.

f) For greater certainty, a Tariff Reduction Event shall be addressed exclusively under this Section 16.10 and shall not constitute, or be dealt with as, a Change in Law under Article 13, and the determination of an Independent Expert under this Section 16.10 shall be final, conclusive and binding on the Parties on the same basis as set out in Section 16.9(g).

EXHIBIT “A”

PROJECT DESCRIPTION

1. Name of Project: [●]

2. Site: [●]

3. Point of Interconnection (specified in Proposal): [●]

4. System Operator Reference No.: [●]

5. Interconnection Request Number: [●]

6. New Build or Expansion: [●]

7. Class I or Class II Undertaking: [●]

8. Detailed Description of Facility: [●]

   (a) Site Description: [●]

   (b) Generating Technology: [●]

   (c) Project Design and other Major Equipment: [●]

   (d) Details of Interconnection: [●]

9. Applicable Tariff Information from RFP Prescribed Form [●]

EXHIBIT “B”

FORM OF CONFIDENTIALITY UNDERTAKING

TO: [●] ***[Note to finalization: Add the Counterparty, as defined below]***

RE: Power Purchase Agreement between ● (the “**Disclosing Party**”) and ● (the “**Counterparty**”) dated as of ● (the “**Contract**”) ***[Note to finalization: add the Seller and Nova Scotia Power Inc., as applicable]***

WHEREAS the Disclosing Party and Counterparty are each a party to the Contract;

AND WHEREAS the **Disclosing Party** wishes to disclose Confidential Information to ● **(the “Recipient”)** for the purposes of **[Note to finalization: include a description of the purpose for the disclosure; e.g. *financing, receiving advice, realizing the full benefit of Renewable Energy Credits, Local Benefits Report*],** and such disclosure is prohibited without the provision of this Confidentiality Undertaking to the Counterparty;

NOW THEREFORE the Recipient covenants and agrees in favour of the Counterparty to hold any and all Confidential Information confidential on the terms set out in Article 8 of the Contract as applicable to the Disclosing Party, mutatis mutandis.
All capitalized terms in this Confidentiality Undertaking and not defined herein shall have the respective meanings ascribed thereto in the Contract.

Signed this___ day of Month, _______Year________.

[Legal Name of Disclosing Party]
By: ______________________________
Name: ●
Title: ●

By: ______________________________
Name: ●
Title: ●

[Legal Name of Recipient]
By: ______________________________
Name: ●
Title: ●

EXHIBIT “C”

FORM OF PROJECT LENDER AGREEMENT

THIS AGREEMENT made as of this ● day of ●, 20●,

BETWEEN:

[●], **[***insert legal form of the Seller and jurisdiction of organization***]**
(the “**Seller**”),
- and -
[●], in its capacity as **[**{Project Lender under the Power Purchase Agreement} or {insert form of Project Lender representation, e.g., security trustee, collateral agent and trustee, etc. for and on behalf of the Project Lender (as defined below)}]
(the “**Security Agent**”),
- and -
NOVA SCOTIA POWER INCORPORATED, a corporation governed by the laws of the Province of Nova Scotia
(“**NSPI**”),

RECITALS:

A. The Seller and NSPI have entered into a power purchase agreement dated as of ●, 202● (as amended, supplemented, restated or replaced from time to time in accordance with its terms and this agreement, the “**PPA**”) in order to formalize the long-term contractual arrangements for the Seller to develop and operate the Project and to supply, directly or indirectly, Energy from the Facility to the Delivery Point as more particularly set forth in the PPA;

B. ***[Note to finalization: describe structure of collateral arrangements; describe any bond issuance and related trust indentures; identify underlying security and debt documents; identify the “Project Lenders” if they are anyone other than the Security Agent; identify any intercreditor or collateral agency arrangements]****; and*

C. The Seller has granted security against, inter alia, all of its right, title, entitlement and interest in and to the PPA in favour of the Security Agent pursuant to the security agreements identified in Schedule “A” (collectively, as amended, supplemented, restated or replaced from time to time, the “**Security Agreements**”), as security for its present and future indebtedness, liabilities and obligations under and in respect of the ***[Note to finalization: describe underlying debt instrument(s)]*** (the “**Secured Debt**”).

THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms

Unless otherwise provided in this agreement or the context otherwise requires, all capitalized terms which are not defined in this agreement have the respective meanings given to them in the PPA.

2. Acknowledgement and Confirmation of Rights of Security Agent

NSPI acknowledges and confirms that:

(a) the Seller has delivered to NSPI copies of the Security Agreements ***[Note to finalization: and any applicable trust indenture]***;

(b) the Security Agreements ***[Note to finalization: and any applicable trust indenture]*** constitute Project Lender's Security Agreements for purposes of the PPA and are binding on NSPI in the enforcement of NSPI's rights and remedies provided in the PPA (as contemplated by Article 12 of the PPA); and

(c) the Security Agent constitutes the Project Lender for purposes of the PPA and, without limiting the generality of the foregoing, is entitled to the benefit of the provisions of Article 12 of the PPA in favour of a Project Lender and is entitled to enforce the same as if the Security Agent were a party to the PPA.

3. Covenants of the Security Agent

The Security Agent covenants and agrees with NSPI (and in the case of paragraphs (a), (d), and (g) below, covenants, agrees, represents and warrants to NSPI) as follows:

(a) Should the Security Agent commence enforcement of the Security Agreements with respect to the PPA, it will comply with the terms, conditions and obligations applicable to a Project Lender under Section 12.2 of the PPA as they relate to the Security Agent's security interests in the PPA during such enforcement.

(b) The Security Agent agrees that it will comply with Section 12.2(e) of the PPA.

(c) The Security Agent ***[Note to finalization: (is and will be) or (is not)]*** at Arm's Length from the Seller.

(d) The Security Agreements listed on Schedule "A" constitute all of the security granted by the Seller in favour of the Security Agent as at the date first written above in relation to the Project.

(e) Except the Security Agreements ***[Note to finalization: , any applicable trust indenture]*** and any other security that is delivered by the Security Agent to NSPI in accordance with Section 12.1(d) of the PPA, the Security Agent acknowledges that any other security granted in favour of the Security Agent will not be binding upon NSPI.

(f) If the Seller is in default under or pursuant to any Security Agreement ***[Note to finalization: or the trust indenture]*** and the Security Agent intends to exercise any rights afforded to it with respect to the PPA, then the Security Agent will give notice of such default to NSPI at least five Business Days prior to exercising any such rights under the PPA.

(g) The Security Agent has entered into this agreement and holds the security granted pursuant to the Security Agreements.

(h) Only the Security Agent will be entitled to exercise the rights and remedies under the Security Agreements as the Project Lender except that in accordance with Section 12.2(h) of the PPA, when the Security Agent has appointed a Project Lender Agent for the purpose of enforcing the Security Agent's security, that Person may exercise any of the Security Agent's rights under Section 12.2 of the PPA.

(i) The address of the Security Agent to which notices may be sent pursuant to Section 12.1(d) of the PPA is set forth in Section 6 of this agreement.

(j) The Security Agent will provide NSPI with written notice of any change in the identity or address of the Security Agent.

4. Covenants of the Seller

The Seller covenants, agrees, represents and warrants to NSPI as follows:

(a) The Security Agreements ***[Note to finalization: and any applicable trust indenture]*** are subject to the terms and conditions applicable to a Project Lender's Security Agreement that are contained in Article 12 of the PPA, and comply therewith.

(b) The Seller has provided to NSPI true and complete copies of the Security Agreements ***[Note to finalization: and any applicable trust indenture]***, and the Security Agreements ***[Note to finalization: and any applicable trust indenture]*** constitute Project Lender's Security Agreements and the Security Agent constitutes a Project Lender for purposes of the PPA.

(c) The recitals to this agreement are true and accurate and the Seller agrees that all Secured Debt will have been incurred in connection with the acquisition, construction, development, ownership, operation and maintenance of the Project.

(d) The Seller will provide NSPI with true and complete copies of any new or amendments to any Project Lender's Security Agreement.

5. Covenants of NSPI

NSPI represents and warrants to the Security Agent as of the date hereof:

(a) The PPA is in full force and effect and the PPA has not been assigned by NSPI and NSPI has not received any notice of transfer or assignment of the PPA by the Seller other than that associated with this agreement.

(b) To the best of the knowledge of NSPI, the Seller is not in default in any material respect of its obligations under the PPA and no event or condition has occurred or exists which with the lapse of time or the giving of notice would constitute a default in any material respect of any of the Seller's obligations under the PPA.

(c) NSPI is not in default under any covenant or obligation hereunder or under the PPA. The PPA has not been amended, modified or supplemented in any manner, except ***[Note to finalization: list any amendments]***.

(d) This agreement and the PPA, and any other agreement specifically contemplated herein or therein, constitute and include all agreements entered into by NSPI and the Seller (and their respective affiliates) which are specifically required for the consummation of the transactions contemplated by this agreement and the PPA.

6. Notice

All notices pertaining to this agreement not explicitly permitted to be in a form other than writing will be in writing and will be given by facsimile or other means of electronic transmission or by hand or courier delivery. Any notice will be addressed to the parties as follows:

If to the Seller:
●
●
●
●
Attention: ●
Facsimile: ●
If to NSPI:
By fax/mail:
1223 Lower Water Street
P.O. Box 910
Halifax, Nova Scotia
B3J 3S8
Fax: (902) 428-4006
Attention: Legal Services
With copy to:
Nova Scotia Power Incorporated
P.O. Box 910
Halifax, Nova Scotia
B3J 2W5
Fax: (902) 428-7164
Attention: Fuels Department
By courier:
1223 Lower Water Street,
Halifax, NS B3J 3S6
If to the Security Agent:
●
●
●
●
Attention: ●
Facsimile: ●

Notice delivered or transmitted as provided above will be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if a notice is delivered or transmitted after 5:00 p.m. local time or such day is not a Business Day, then such notice will be deemed to have been given and received on the next Business Day. Any party may, by written notice to the other parties, change its respective representative or the address to which notices are to be sent.

7. Amendments

This agreement may be amended or modified only by an instrument in writing signed by NSPI, the Seller and the Security Agent. No waiver of any provision of this agreement or any consent or approval to any departure therefrom shall be effective unless the same shall be in writing and signed by each party so waiving such provision or consenting to or approving such departure.

8. Successors and Assigns

Subject to complying with Sections 12.1(e), 16.2 and 16.3 of the PPA, and in the case of the Seller, Section 16.4 of the PPA, the benefits under this agreement accruing to each of the parties to this agreement will extend to all their respective successors and permitted assigns, only if they agree, according to their interests, to be bound by all the provisions of this agreement (it being the responsibility of each party to give notice to each other party of such assignment and to require its successors and permitted assigns to expressly acknowledge and agree in favour of each other party to be bound by this agreement). Subject to complying with Sections 12.1(e) and 16.2 of the PPA, and in the case of the Seller, Section 16.4 of the PPA, upon the acquisition by any such successor or permitted assign of such an interest, such successor or permitted assign will be joined, as a party benefiting and bound by this agreement, by an appropriate further agreement supplementary to this agreement in form and substance acceptable to NSPI and Seller, acting reasonably.

9. Termination

(a) NSPI's obligations hereunder shall terminate on the first to occur of (i) the termination or expiration of the PPA in accordance with its terms, or (ii) all indebtedness of the Seller, in connection with the Project financing and all other obligations under the Security Agreements have been indefeasibly satisfied in full, notice of which shall be provided by the Security Agent within a commercially reasonably period of time (the "**Termination Notice**").

(b) In the event that the Security Agent delivers the Termination Notice to NSPI pursuant to this Section 9, this agreement shall terminate for all purposes and neither the Security Agent nor the Seller nor NSPI shall have further rights or obligations under this agreement.

(c) In the event that the Security Agent assigns its rights and interests and the rights and interests of the Seller under the PPA, this agreement shall terminate for all purposes and neither the Security Agent nor the Seller nor NSPI shall have further rights or obligations under this agreement.

10. Severability

If any provision hereof is invalid and unenforceable in whole or in part, then, to the fullest extent permitted by law, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall remain in full force and effect and shall be construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

11. Execution and Delivery

This agreement may be executed by the parties hereto in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles will together constitute one and the same agreement.

12. Confidentiality

The confidentiality provisions set out in Article 8 of the PPA apply to the parties to this agreement, mutatis mutandis.

13. Governing Law

This agreement will be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable in the Province of Nova Scotia.

14. Further Assurances

NSPI agrees that it will, upon request of the Security Agent, without further consideration, promptly execute and deliver or cause to be executed and delivered to the Security Agent such consents or other instruments in addition to those required by this agreement or the PPA in form and substance reasonably satisfactory to NSPI and the Security Agent, as the Security Agent may reasonably require to implement any provision of this agreement.

[EXECUTION PAGE IMMEDIATELY FOLLOWS]

IN WITNESS OF WHICH, the parties have duly executed this agreement as of the date first written above.

[SELLER]

By: ____________________________
Name: ●
Title: ●

By: ____________________________
Name: ●
Title: ●

[SECURITY AGENT]

By: ____________________________
Name: ●
Title: ●

By: ____________________________
Name: ●
Title: ●

NOVA SCOTIA POWER INCORPORATED

By: ____________________________
Name:
Title:

By: ____________________________
Name:
Title:

SCHEDULE "A" TO EXHIBIT C
LIST OF SECURITY AGREEMENTS AND REGISTRATION DETAILS

The following Security Agreements were granted by the Seller in favour of the Security Agent (each of which was dated ●, 20●):

(a) ●

(b) ●

(c) ●

EXHIBIT "D"

FORM OF LETTER OF CREDIT

DATE OF ISSUE:	**[●]**
APPLICANT:	**[Legal Name of Applicant]** (the "**Applicant**") **[Address of Applicant]**
BENEFICIARY:	Nova Scotia Power Incorporated and its permitted assigns (the "**Beneficiary**") P.O. Box 910 Halifax, NS B3J 2W5 Attention: Legal Services Facsimile Number: (902) 428-4006
AMOUNT:	[●]
EXPIRY DATE:	[●]
EXPIRY PLACE:	Counters of the issuing financial institution in **[Halifax, NS]**
CREDIT RATING:	[Insert credit rating only if the issuer is not a financial institution listed in either Schedule I or II of the Bank Act]

The Irrevocable and Unconditional Standby Letter of Credit Number: [●] (the "**Credit**") is issued in connection with Section 6.1(a) of the power purchase agreement (the "**Contract**") dated **[Insert Date of Contract]** between the Beneficiary and the "Seller", as such term is defined under the Contract.

We hereby authorize the Beneficiary to draw on **[Issuing Bank Name/Address in Halifax, Nova Scotia]**, in respect of the Credit, for the account of the Applicant, up to an aggregate amount of **$[●]** (**[●]** Canadian Dollars) available by the Beneficiary's draft at sight accompanied by the Beneficiary's signed certificate stating that:

"The Seller is in breach of, or default under, the Contract, and therefore the Beneficiary is entitled to draw upon the Credit in the amount of the draft attached hereto."

Drafts drawn hereunder must bear the clause "Drawn under irrevocable and unconditional Standby Letter of Credit No. **[●]** issued by **[Issuing Bank Name]** dated **[Issue Date]**."

Partial drawings are permitted.

This Letter of Credit will automatically extend for additional, successive terms of one year each (each an "**Additional Term**"), unless the undersigned provides the Beneficiary with written notice, at least 60 days prior to the expiration date of the then current term, that it does not wish to extend this Letter of Credit for an Additional Term.

We engage with you that all drafts drawn under and in compliance with the terms of the Credit will be duly honoured, if presented at the counters of **[Issuing Bank Name/Address in Halifax, Nova Scotia]** at or before **[Expiry Time]** [(AST)] on **[Expiry Date]**, as extended.

The Credit is subject to the International Standby Practices ISP 98, International Chamber of Commerce publication No. 590 and, as to matters not addressed by the ISP 98, shall be governed by the laws of the Province of Nova Scotia and applicable Canadian federal law, and the parties hereby irrevocably agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia.

This Credit is transferable at the written request of the Beneficiary, without the consent of the Applicant, but subject to consent of the issuing financial institution, acting reasonably. All fees incurred by the issuing financial institution in relation to such transfer shall be at the Applicant's expense, but failure of the Applicant to pay such fees shall not restrict the ability of the Beneficiary to transfer the Credit.

In the event of a transfer of this Credit as provided for above, the above name of the Beneficiary will be amended to another entity by way of an amendment hereto, without the consent of the Applicant, and upon receipt by **[Issuing Bank Name]** of the Beneficiary's dated and signed letter addressed to **[Issuing Bank Name]** and completed as follows:

"We, the undersigned Beneficiary to **[Issuing Bank Name]** Letter of Credit No. **[●]**, hereby waive all our rights under the Letter of Credit and request that the current name and address of the Beneficiary thereunder be amended to read **[insert name and address of new Beneficiary]**. We have enclosed the original Letter of Credit and all amendments (if any) thereto. Please forward the original Letter of Credit and all amendments (if any), including the current amendment to the **[new Beneficiary]**, care of the Applicant."

[Issuing Bank Name]
By: ____________________
By: ____________________

EXHIBIT "E"
FORM OF GUARANTEE

THIS GUARANTEE dated as of **[●]** is made and entered into between **[●]**, a **[●]**, **[●]** under the laws of **[●]** (the "**Guarantor**") and Nova Scotia Power Incorporated ("**NSPI**").

RECITALS:

A. NSPI and **[insert name of Seller]** ("**Seller**") have entered into the Green Choice Program Power Purchase Agreement for Renewable Energy dated as of **[●]** (the "**Agreement**");

B. Pursuant to the terms of the Agreement, the Guarantor is required to deliver to NSPI a guarantee of all payment obligations of the Seller under the Agreement;

C. The Guarantor considers it in its best interest to provide this Guarantee; and

D. Capitalized terms used in this Guarantee but not otherwise defined herein have the meanings ascribed to them in the Agreement.

NOW THEREFORE in consideration of the above and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Guarantor hereby agrees as follows:

1. Guarantee

Subject to the terms and conditions hereof, the Guarantor absolutely, irrevocably and unconditionally guarantees to NSPI the full and timely payment when due of all payment or indemnity obligations of the Seller under the Agreement (the "**Guaranteed Obligations**"). The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed **[●]** CANADIAN DOLLARS (Cdn $**[●]**) (the "**Maximum Guarantee Amount**"). This Guarantee shall be a continuing guarantee effective during the Term of the Agreement and until fulfillment of, including payment in full of, the Guaranteed Obligations.

2. Demand and Enforcement

(a) To the extent that Seller fails to pay any Guaranteed Obligation when due, the Guarantor shall pay to NSPI the amount due within 5 Business Days after demand for payment has been received by the Guarantor from NSPI in writing in accordance with Section 11 hereof and any payment made by the Guarantor will be deemed to be payment by the Seller of such Guaranteed Obligation under the Agreement. In the event that any payment in respect of any Guaranteed Obligations is rescinded or must otherwise be returned for any reason whatsoever, including the insolvency or bankruptcy of the Seller or otherwise, the Guarantor shall remain liable hereunder in respect of such Guaranteed Obligations as if such payment had not been made. NSPI may make multiple demands under this Guarantee.

(b) The obligations of Guarantor under this Guarantee are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against Guarantor to enforce this Guarantee, irrespective of whether any action is brought against Seller or any other person or whether Seller or any other person is joined in any such action or actions. NSPI is not bound to proceed against

Seller or any other person or pursue any rights or remedies against Seller or any other person before being entitled to make a demand and pursue its rights against the Guarantor. Without limiting the generality of the foregoing, if the Guarantor fails to make payment following such demand for payment, Guarantor's liability for such payment shall bear interest at the Prime Rate from the date such payment was due in accordance with the terms and conditions set forth in Section 16.5 of the Agreement, however, that the applicable rate of interest shall never exceed the maximum rate permitted by law. The only condition of the Guarantor honouring its obligations under this Guarantee shall be such demand for payment.

3. Absolute Liability

(a) The obligations of the Guarantor hereunder are absolute and unconditional and shall in no way be affected or impaired for any reason whatsoever, including without limitation:

(i) any invalidity or unenforceability of all or any part of the Guaranteed Obligations or any agreement or instrument relating to or securing the Guaranteed Obligations;

(ii) any insolvency, bankruptcy, reorganization, or dissolution, or any proceeding of the Seller or any other guarantor, including without limitation, rejection of the Guaranteed Obligations in such bankruptcy;

(iii) any change (whether or not material) of the time or place or manner of payment or performance of all or any portion of the Guaranteed Obligations;

(iv) the modification or amendment in any manner (whether or not material) of the Agreement or the Guaranteed Obligations;

(v) subject to applicable statutes of limitations, any failure, delay or lack of diligence on the part of NSPI or any other Person to enforce, assert or exercise any right, privilege, power or remedy conferred on NSPI or any Person in the Agreement or at law, or any action on the part of NSPI or such other Person granting an indulgence or extension of any kind;

(vi) the change of status, composition, structure or name of the Seller, including by reason of merger, amalgamation, continuance, dissolution, reorganization or consolidation with or into another legal entity;

(vii) the release or waiver, by operation of law or otherwise, of the performance or observance by the Seller of any express or implied covenant, term or condition in the Agreement or the enforceability of any covenant, term or condition thereof;

(viii) the assignment of the Agreement and/or any rights thereunder from or by the Seller to any other Person;

(ix) any other circumstance similar, or having a similar effect, as those set out in subsections 3(a)(i) through (viii) inclusive, which might constitute in whole or in part a defence available to the release and discharge of this Guarantee.

(b) The Guarantor waives all defences, set-offs, counterclaims, estoppels or privileges which might, but for this provision, exonerate or discharge it from its obligations hereunder and waives any right it may have to diligence, presentment, demand for payment, protest and all other notices, including notice of the creation or accrual of any obligations under the Agreement (including the Guaranteed Obligations) and that require any election of remedies or that require the marshalling of assets or resort to any other security.

4. Indemnity

As a separate and distinct obligation, the Guarantor hereby indemnifies and saves NSPI harmless from and against any and all damages, losses, costs and expenses of any nature whatsoever resulting from or in consequence of any default or non-payment by Seller of its payment or indemnity obligations under the Agreement and in respect of any failure of the Guarantor to pay or perform any liability or obligation under this Guarantee; provided, however, that the maximum amount recoverable under the foregoing indemnity and otherwise under this Guarantee shall be an amount equal to the Maximum Guarantee Amount.

5. Release of Guarantee

Upon request by the Seller pursuant to Section 6.1(d) of the Agreement and provided that the conditions for the return of this Guarantee set out in the Agreement have been satisfied, NSPI shall return this Guarantee to the Guarantor and the Guarantor shall thereafter be released and discharged of its obligations hereunder with respect to any Guaranteed Obligations existing or arising after the conditions for the return of this Guarantee provided for in the Agreement have been satisfied.

6. Rights under Agreement

The liabilities and obligations of the Guarantor under this Guarantee are subject to the terms of the Agreement. The Guarantor is entitled to all rights, privileges and defences available to Seller with respect to the Guaranteed Obligations provided for in the Agreement, including without limitation all provisions of the Agreement relating to limitation of liability and the resolution of disputes.

7. Subrogation

The Guarantor shall not be or claim to be subrogated, in whole or in part, to the rights of NSPI against the Seller under the Agreement or otherwise, until (a) NSPI shall have received full and indefeasible payment of all Guaranteed Obligations; and (b) either the Agreement has been terminated or this Guarantee has been terminated pursuant to the terms hereof and the terms and conditions of the Agreement as applicable. Except as set out in this Section 7 nothing contained in this Guarantee shall limit the rights at law and in equity of the Guarantor to subrogation.

8. Representations

The Guarantor represents that:

(a) it is a **[●]**, **[●]** and existing under the laws of the Province of **[●]** and has the requisite power, authority and capacity to enter into this Guarantee and to carry out its obligations hereunder;

(b) this Guarantee has been duly authorized, executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of the Guarantor enforceable against it in accordance with its terms;

(c) no declaration, filing or registration with, or notice to, or licence, permit, certificate, registration, authorization, consent or approval of or from, any Government Agency is necessary or required for the consummation by the Guarantor of the transaction contemplated by this Guarantee;

(d) it is not subject to an Event of Insolvency; and

(e) the execution and delivery of this Guarantee by it and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of its:

(i) the articles, by-laws, or other constating documents or resolutions of the directors, partners or shareholders of the Guarantor;

(ii) any judgment, decree, order or award of any Government Agency or arbitrator; or

(iii) any applicable law, rule or regulation, any judgment, order, contractual restriction or agreement binding on it or affecting its properties.

9. No Waiver by NSPI

No failure on the part of NSPI to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by NSPI of any right, remedy or power hereby granted to NSPI or allowed it by law or other agreement be a waiver of any other right, remedy or power, and each such right, remedy or power shall be cumulative and not exclusive of any other and may be exercised by NSPI from time to time. No term, condition or provision hereof or any right hereunder or in respect hereof shall be, or shall be deemed to have been, waived by NSPI except by express written waiver signed by NSPI and all such waivers shall extend only to the particular circumstances therein specified.

10. Notices

Every communication provided for herein shall be in writing and delivered to, sent by recognized overnight delivery service or mailed by postage prepaid, or faxed, or e-mailed to, the party to whom it is intended to be given at the address stipulated on the cover page or such other address or facsimile number or e-mail address as a party shall hereafter designate by written notice to the other from time to time:

(a) if to NSPI, to:

Nova Scotia Power Incorporated
1223 Lower Water Street

P.O. Box 910
Halifax, Nova Scotia
B3J 3S8
Fax: (902) 428-6171
Attention: Corporate Secretary

(b) if to the Guarantor, to:

[●]
Attention: **[●]**
Facsimile: **[●]**

Notice shall be given when received during business hours in Nova Scotia on a Business Day of the addressee. In the absence of proof of the actual receipt date, the following presumptions shall apply. Any communication personally delivered shall be deemed to have been received upon actual delivery. Any communication sent by overnight delivery service shall be deemed to have been received two Business Days after being sent. Any communication sent by mail shall be deemed to have been received five Business Days after having been mailed. Any communication sent by facsimile shall be deemed to have been received on the Business Day following the date of transmission, provided that the sending Party has received a positive transmittal record of such transmission and has promptly sent the original of such communication by prepaid mail or recognized overnight delivery service. Any communication sent by e-mail shall be deemed to have been received on the Business Day following the date of sending, provided that the sending Party has not received a delivery failure notification with respect to the e-mail and has promptly sent the original of such communication by prepaid mail or recognized overnight delivery service.

11. Governing Law

This Guarantee shall be governed by the laws of the Province of Nova Scotia and the laws of Canada applicable therein. The Guarantor agrees that any suit, action or proceeding against the Guarantor arising out of or relating to this Guarantee against it may be brought in any court in Nova Scotia located in Halifax and the Guarantor irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of such court and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

12. Severability

Each of the provisions contained in this Guarantee is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Guarantee.

13. Entire Agreement

This Guarantee constitutes the entire agreement between the parties pertaining to the subject matter of this Guarantee. There are no warranties, conditions, representations or agreements in connection with such subject matter except as specifically set forth or referred to in this Guarantee.

14. Time is of the Essence

Time is of the essence in this Guarantee.

15. Binding and Assignment

(a) This Guarantee and all of the provisions hereof shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. This Guarantee is not intended to confer upon any other Person, except the parties and their respective successors and permitted assigns, any rights, interests, obligations or remedies under this Guarantee.

(b) Neither this Guarantee nor any of the rights, interests or obligations under this Guarantee shall be assigned by either party, except in the case of NSPI, in connection with an assignment permitted pursuant to Section 16.2(h) or in the case of the Guarantor, to the extent permitted by Section 16.2(e) or Section 6.1(c)(i) of the Agreement.

16. Facsimile and Counterparts

The Guarantee may be executed by the parties in counterparts, each of which, when so executed and delivered to the other, shall be deemed an original and when taken together shall be deemed one and the same instrument. The facsimile or electronic transmission of any signed original of the Agreement shall be the same as the delivery of an original hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Guarantee as of the day and year first above written.

[GUARANTOR]	[NSPI]
______________________________	______________________________
Name: [●]	**Name: [●]**
Title: [●]	**Title: [●]**
I/We have the authority to bind the Guarantor.	**I have the authority to bind the Corporation.**

EXHIBIT "F"

Not Used

EXHIBIT “G”

Not Used

EXHIBIT "H"

CALCULATION OF ADJUSTED ENERGY RATE

As of the Commercial Operation Date, the Energy Rate as specified in item 4 of the Commercial Terms shall be indexed and adjusted as follows:

At COD:

$ER_{COD} = (ER_{ED} \times (CPI_{COD} / CPI_{ED}))$

After COD:

In February for each year "y" in the Term the Energy Rate will be indexed as follows

$ER_y = (ER_{COD} \times (CPI_{Y-1} / CPI_{COD})) \times 0.2 + ER_{COD} \times 0.8$

where:

1. "ER" is the indexed and adjusted Energy Rate;
2. "ER_{ED}" is the initial Energy Rate as specified in item 4 of the Commercial Terms;
3. ER_{COD} is the escalated Energy Rate at COD.
4. "CPI_{y-1}" is the CPI for the month of December in each calendar year "y-1" during the Term;
5. "CPI_{COD}" is the CPI applicable to the month in which COD occurs. CPI_{ED} is the CPI in the month in which the Effective Date occurs.

At no time after the Effective Date shall the calculation of the indexed and adjusted Energy Rate result in the Energy Rate being less than the initial Energy Rate as specified in item 4 of the Commercial Terms.